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MIDDLETOWN'S MUNICIPAL SOLID WASTE MANAGEMENT SYSTEM: A CASE STUDY

Applied Management Sciences, Incorporated

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Environmental Protection Agency

1973

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This study examines the solid waste collection and disposal system in Middletown, Ohio. The background of the system, including location, geography, demography, climate, form of government, and the solid waste management agencies is described, and the characteristics of the system, including the services, equipment, and finances are discussed.

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A Case Study

This final report (SW 79c) describes work performed
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1973

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FOREWORD

Solid waste management systems are an integral part of the environment of nearly every citizen in the United States. Yet until recent years, these systems have not received the attention other visible residential services have enjoyed. This historical neglect has resulted in systems which may not be cost-effective, especially with respect to the rising cost trends encountered in solid waste management activities. These trends arise from two principal factors:

- Environmentally sound disposal methodology is being enforced or strongly encouraged; as a result, disposal sites and needed equipment are now expensive to procure and operate.
- The collection function is highly labor intensive. Thus, the costs of unskilled labor, which have been rising to meet socioeconomic demands, have had enormous impacts on local agency budgets.

This rise in cost pressure has forced all levels of governmental organizations to consider more closely the management and costs of solid waste management activities.

Because efforts to upgrade solid waste management practices are in their infancy, there is still an obvious lack of data bases for evaluative and comparative analyses. This case study is one in a series of case studies of solid waste management systems which has been conducted under the sponsorship of the Office of Solid Waste Management Programs, U. S. Environmental Protection Agency. Kenneth Shuster and Cindy McLaren served as EPA project officers on the case study reported herein. The purpose of these case studies is to fill in this data gap with actual case histories of how cities are handling their solid waste problems.

Concerned agencies at all government levels, as well as private firms, will be able to assess information of the following types:

- The management and operating characteristics of public sector solid waste management systems.
- The institutional forces which give rise to these characteristics.

- Those techniques that have been or are being applied to enhance the measures of productivity, aesthetics, level of service, and environmental control.

These agencies and firms can then use these comparisons to upgrade their systems according to the norms achieved in other cities of similar size, geographical location, and operational and institutional characteristics.

--ARSEN J. DARNAY
Deputy Assistant Administrator
for Solid Waste Management
Office of Solid Waste Management Programs

238109

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1

INTRODUCTION

The solid waste management system in Middletown, Ohio has recently changed from a municipally operated collection function to complete franchising of this activity to a private contractor. The disposal function has remained as a city operation but has been rising in cost due to more stringent state regulations for sanitary landfill.

The conversion to a franchised system has been discussed by city officials for approximately three years prior to implemention. The impetus for this conversion appears to have been a number of worker actions by the employees of the Department of Sanitation over the past two years. These events had disrupted service and had suggested that a franchised collection system would be less subject to system failure. However, the final decision to change over to the franchised system was based solely on an economic rationale. The city anticipates saving approximately $360,000 over the next three years because of the economies of the conversion.

The city continues to operate its own disposal site which the franchised collector uses at no cost. This is a 113-acre landfill in the north-central portion of the city. Private collectors and industries within the city may also use this disposal site.

The case study of Middletown, Ohio was performed using a carefully structured interview technique. Initial contacts were made by both Office of Solid Waste Management Programs and Applied Management Sciences personnel and interviews were scheduled at the convenience of the city personnel. During these interviews, notes were taken and tape recordings were made after obtaining permission from the interviewees. Extensive efforts were taken to require a minimum of city personnel time and whenever possible, existing documentation was solicited to support the general discussions. Table 1 presents the titles of the people interviewed in Middletown, the dates of these interviews, and the types of information obtained.

This report consists of five chapters, including the introduction. Chapter 2 is a systems description abstract which synopsizes the characteristics of the city and the collection and disposal systems. Chapter 3 presents the findings of the case study effort and identifies potential problem areas. Chapter 4 is a description of the city in terms of those parameters which can affect solid waste management operations. Finally, Chapter 5 reports the characteristics of the solid waste system in considerable detail. All aspects of the system are discussed and appropriate tabular data are presented.

TABLE 1

DATA SOURCES AND INFORMATION OBTAINED

Title	Date	Information Obtained
City Manager	2/12/73	General System Characteristics
Director of Public Utilities	2/12/73	General System Characteristics; New and Old System
Health Commissioner	2/13/73	Disposal Data
President, Local 856, American Federation of State, County, and Municipal Employees	2/13/73	Union's View of Labor-Management Problems
Vice President, Big "M" Trucking Company	2/14/73	General System Characteristics, Franchised System

2

SYSTEM DESCRIPTION ABSTRACT

City: Middletown Ohio

Contacts:

Dale Helsel	- City Manager
Robert V. Moschell	- Director of Public Utilities
Robert F. McConaughy	- Health Commissioner
Larry Watkins	- President of Local 856, American Federation of State, County, and Municipal Employees
Albert Engle	- Vice President, Big "M" Trucking Company

Dates Visited: February 12 - February 14, 1973

Population Demography:
1970 - Total - 48,769; White 89.1% Other 10.9%
1960 - Total - 42,115
1950 - Total - 33,695

Area: 19.17 Square Miles

Density: 2544 Persons per square mile

Road Mileage:

Paved	176.769
Gravel	.151
Unimproved	1.077
Total	177.997

Collection: Table 2

Miscellaneous: The private contractor reduced the crew size for residential collection from three to two men. The number of residential routes remained the same. Residential collection crews no longer pick-up commercial accounts.

Disposal:

Type:	Sanitary Landfill
Prepared Capacity:	75 TPD (113 acres)
Expected Life:	30 years
Operating Costs:	$73,479/year
Start-up Costs:	$45,200 (Approx.)
Location:	State Route 73, north of city
Miscellaneous:	The landfill is open 6 days a week from 8:00 AM to 4:00 PM. . Dead animals are placed in a separate hole at the site. Other pathological wastes are burned in the city hospital's incinerator.

TABLE 2

COLLECTION SYSTEM CHARACTERISTICS SUMMARY COMPARING PRIVATE FRANCHISED SYSTEM AND FORMER MUNICIPAL SYSTEM

Collection Function / Collection Variable	Residential Mixed Refuse		Commercial Mixed Refuse	
	Previously City Operated	Privately Operated	Previously City Operated	Privately Operated
Number of routes	8	Same	1 With residential routes serving some commercial accounts	2
Crew	3	2	3	2
Frequency of service	1/wk	Same	1-6 times week	Same
Point of collection	2-30 gal. containers backdoor; unlimited quantity curbside	Same	Curb/alley	Same
Method of collection	None specified	Same	Two men roll containers out to the truck	Same
Stops	14,000	Same	300	Same
Service limitations	2-30 gallon containers at backdoor	Same	No Sunday pick-up	Same
Incentive	No	Yes, may leave when route is completed	No	Same

TABLE 2 (Continued)

Collection Function / Collection Variable	Residential Mixed Refuse		Commercial Mixed Refuse	
	Previously City Operated	Privately Operated	Previously City Operated	Privately Operated
Fund Source	General fund	General fund paid to contractor	User charges	Same
Tonnage	49 TPD	Same	6.5 TPD	Same
Wage scales	Driver - $3.60 Helper - $3.48	Swing drivers $3.00	Driver - $3.60 Helper - $3.48	Swing drivers $3.00
Unions	AFSCME Local 856	Teamsters	AFSCME Local 856	Teamsters
Annual Cost	$356,150 (1971)	$335,400 1st yr. $335,524 2nd yr. $376,836 3rd yr.	$44.911	N.A.
Comments	Costs had been increasing by approximately 10% a year	Both men drive and collect	Fees for this service went into the general fund and were not earmarked.	Big "M" just increased their rates because they were losing money on this operation

3

FINDINGS AND CONCLUSIONS - MAJOR PROBLEM AREAS

The solid waste management system of Middletown, Ohio, now appears to be operating at a relatively high level of effectiveness. The frequent service disruptions which characterized the system over the past three years are not expected to occur in the future because of the conversion to a franchised private collection system. Disposal activities are still performed by the city and are operated in strict accordance with state health regulations.

Despite the apparent success of the new franchised collection system, the city still faces several future problems. The most pressing is the current litigation between the city and The American Federation of State, County, and Municipal Employees (AFSCME). If a higher court should overrule the lower court's decision against the union, then the city might have to rehire all the dismissed municipal employees and return to municipal residential collection. This could serve to disrupt collection service again and possibly invite litigation by Big "M" Trucking Company against the city. It would appear that the only argument in the union's presentation to the next highest court would be an analysis of the anticipated cost savings established by city personnel. The cost analysis presented in Chapter 5 indicates that the city can expect to save at least $300,000 over the next three years by franchising collection service to the private firm. This estimate, based on recent historical cost data, does not include the landfill or the commercial account operating costs, and neglects the revenue returned by the sale of collection and storage equipment to the contractor. Therefore, the union's chance of reversing the lower court's decision appears to be remote if its arguments are based on financial data.

A second problem is the rising cost of disposal which has increased by 66.3 percent over the past four years. The principal cause of this rising cost can be directly attributed to the addition of disposal site equipment and staff to meet state landfill regulations. The easiest manner to offset these costs would be to increase user charges for private and industrial haulers. The current policy of subsidizing local private industry through low disposal charges does not equate costs with revenues. A new rate structure would serve to substantially offset these increased costs.

Finally, the city may face a problem in negotiating a new contract when the present collection contract expires. It is interesting to note that Big "M" Trucking Company was the only firm to bid substantially under the city's estimated cost figures. Of the other four bidders, one was approximately $50,000 below the city's figure and the other three were substantially above the city's quoted cost. If the Big "M" Trucking Company used this initial contract to gain future bargaining power, then large net savings by the city over the long term may not be realized.

Assuming that the City of Middletown is successful in terms of the pending litigation, the residents of Middletown should receive adequate collection service. The private franchised company is performing the task at a level of service equal to that previously provided by the city without the threat of periods of discontinued service. However, to be consistent in all operations, the city should consider increasing disposal fees to meet operating costs. This would help alleviate increasing disposal cost pressures. The problem of renegotiating the present collection contract is three years in the future and, hopefully, it will not present major difficulties to the City. If these difficulties can be surmounted, the conversion to a franchised collection system in Middletown should be a long-term success.

4

BACKGROUND OF THE SYSTEM

Incorporated in 1913, the City of Middletown is a small industrial city located in Butler County in southwestern Ohio. It lies in the center of the metropolitan and industrial corridor extending from Cincinnati through Dayton, Ohio. Middletown and Hamilton, Ohio form a Standard Metropolitan Statistical Area with a combined population of approximately 226,000 people. Of this total, approximately 49,000 people live within the corporate limits of Middletown. The people of Middletown descend largely from blue collar, skilled and unskilled labor families and are generally characterized as conservative and religiously oriented.

The city contains 45 major manufacturing companies. The major products of local industry are steel and steel products, paperboard, aircraft components, paper mill machinery, paving materials, copper tubing, liquid alum, and iron castings. The largest employer is Armco Steel Company with 8,000 employees.

During the past decade the City of Middletown had a population growth rate of 15.8 percent, considerably higher than the 9.7 percent population growth rate of the state. Middletown has also experienced a high degree of industrial growth as total industrial employment within the city increased by approximately 33 percent from 1965 and 1973. Industry is largely unionized, with 75 percent of industrial workers belonging to unions. Over one-half of the unionized workers are members of three large independent local (non-national) unions. The unemployment rate in the city is approximately five percent; the present entry wage rates are presented in Table 3.

TABLE 3

CURRENT (1973) ENTRY WAGE RATES PER HOUR IN MIDDLETOWN, OHIO

Labor Category / Sex	Female	Male
Unskilled	$1.60-$2.75	$1.70-$3.00
Semi-skilled	1.70- 3.50	1.90- 3.50
Skilled	2.00- 4.00	2.50- 4.60

4.1: Geography, Demography, Climate

The City of Middletown has an incorporated land area of 19.17 square miles and is at an elevation of 658 feet. The land area within the city boundaries is continually growing as the city annexes new land to support its economic growth. As recently as 1960, the land area was only 14.29 square miles.

The non-white population in Middletown is 5,316 residents, representing 10.9 percent of the total population. The proportion of non-white population has been relatively constant over the past decade. The average income level of the non-white population appears to be relatively higher than in other urban areas which may be the result of the high wages paid by the industries located in the city and the low unemployment rate of these people.

The city funds its operations through property and income taxes on corporate and personal income. The property tax rate is $35.26 per $1,000 of assessed valuation. Property is now being assessed at 35 percent of real value on land and buildings. Middletown's income tax rate is currently 1.5 percent.

The city has experienced considerable economic growth over the past ten years as local industry has invested over $150 million in new plants and in the expansion of existing plants. During the next four years, there are private sector plans to spend over $400 million for industrial expansion. Concurrent with this growth, the city plans to spend $50 million for urban renewal. Additionally, the Middletown Area Development Enterprise has acquired over 200 acres of prime industrial land that will be used to attract new industry to the city.

Middletown's climate is somewhat less than moderate with few extremes in temperature during each season. Summertime highs are typically in the upper 80°F range and winter lows are in the mid-teens. The mean annual temperature is 51.4 degrees Fahrenheit. The average annual rainfall is 39.44 inches. Snow is common to this region during the winter but does not greatly disrupt collection activities as in some cities further south.

4.2: Form of Government and Organization

4.2.1: Form of Government

Middletown has a Commission-Manager form of government. The elected leadership of the city consists of five commissioners who are elected at-large in the city for terms of four years. The City Manager is appointed by the City Commission to run the city. His duties are to manage city operations and carry out the general rules and policies which the commission establishes. The commission may also establish or abolish departments not specifically written into the City Charter. As with most Commission-Manager forms of government, the City Manager has an indefinite term of office and serves at the pleasure of his employers.

4.2.2: Organization

An organization chart of the City of Middletown is shown in Figure 1. The Sanitation Division of the Department of Public Utilities currently is responsible for solid waste collection and disposal. There are only four men in this division and they are employed at the landfill. A major reorganization of the city is being initiated and could significantly alter this existing structure.

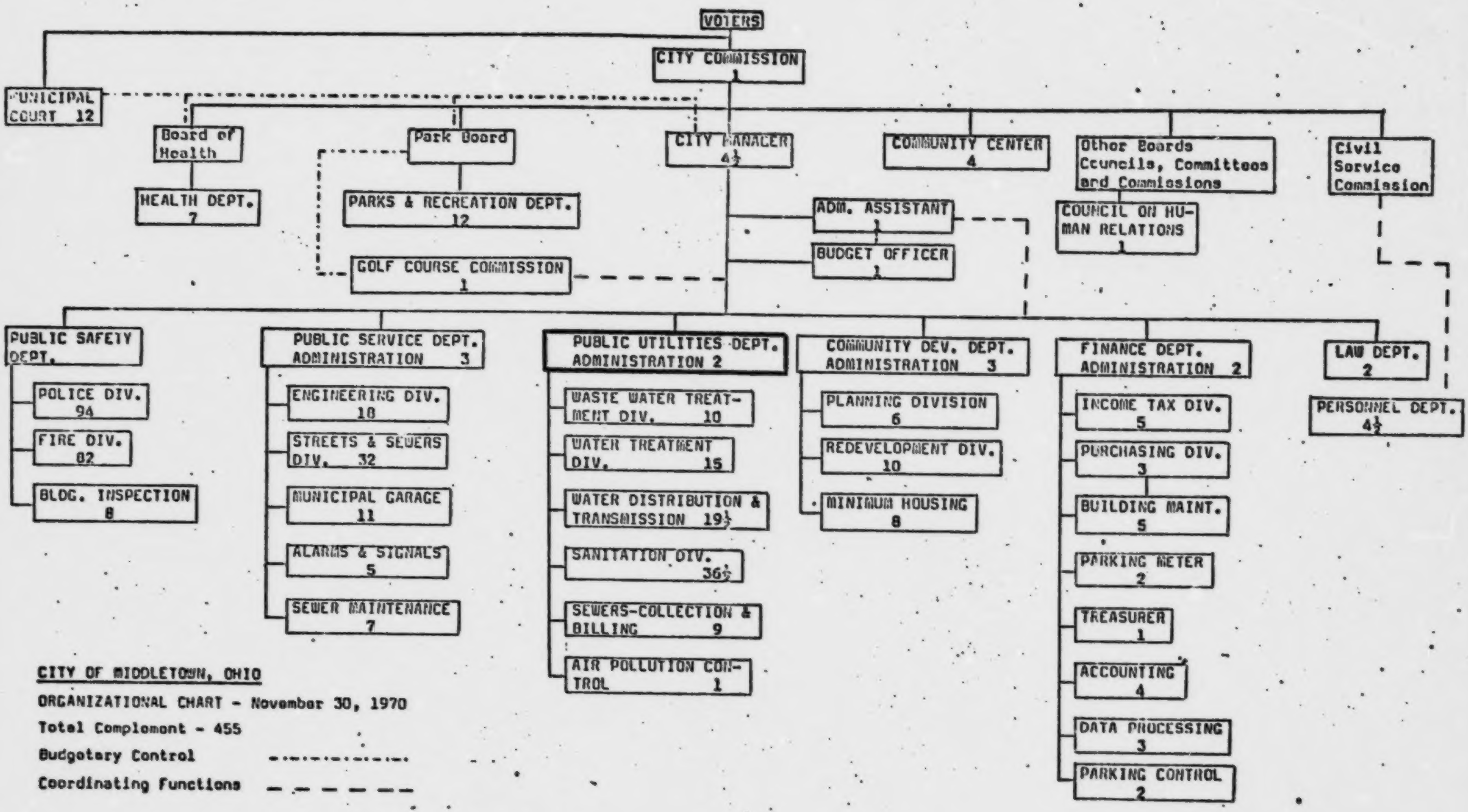

VOTERS
CITY COMMISSION 1
MUNICIPAL COURT 12
Board of Health
HEALTH DEPT. 7
Park Board
PARKS & RECREATION DEPT. 12
GOLF COURSE COMMISSION 1
CITY MANAGER 4½
ADM. ASSISTANT 1
BUDGET OFFICER 1
COMMUNITY CENTER 4
Other Boards Councils, Committees and Commissions
COUNCIL ON HUMAN RELATIONS 1
Civil Service Commission
PUBLIC SAFETY DEPT.
POLICE DIV. 94
FIRE DIV. 82
BLDG. INSPECTION 8
PUBLIC SERVICE DEPT. ADMINISTRATION 3
ENGINEERING DIV. 18
STREETS & SEWERS DIV. 32
MUNICIPAL GARAGE 11
ALARMS & SIGNALS 5
SEWER MAINTENANCE 7
PUBLIC UTILITIES DEPT. ADMINISTRATION 2
WASTE WATER TREATMENT DIV. 10
WATER TREATMENT DIV. 15
WATER DISTRIBUTION & TRANSMISSION 19½
SANITATION DIV. 36½
SEWERS-COLLECTION & BILLING 9
AIR POLLUTION CONTROL 1
COMMUNITY DEV. DEPT. ADMINISTRATION 3
PLANNING DIVISION 6
REDEVELOPMENT DIV. 10
MINIMUM HOUSING 8
FINANCE DEPT. ADMINISTRATION 2
INCOME TAX DIV. 5
PURCHASING DIV. 3
BUILDING MAINT. 5
PARKING METER 2
TREASURER 1
ACCOUNTING 4
DATA PROCESSING 3
PARKING CONTROL 2
LAW DEPT. 2
PERSONNEL DEPT. 4½
CITY OF MIDDLETOWN, OHIO
ORGANIZATIONAL CHART - November 30, 1970
Total Complement - 455
Budgetary Control -·-·-·-·-·-
Coordinating Functions — — — — —

FIGURE 1: CITY GOVERNMENT ORGANIZATION

4.3: Solid Waste Management System History

The solid waste management system of Middletown has completed a full cycle in terms of its structure. The system was originally privately operated and now, once again, it is operated by a franchised firm. The original franchised firm was very inefficient and went bankrupt. The city then established the Sanitation Division in the Department of Public Utilities for the purpose of the collection and disposal of solid waste. This original service was funded through a user charge system and collection was limited to two, thirty-gallon containers at the back door.

In 1961 the city initiated a one-percent income tax on the residents of Middletown and at the same time, dropped the user charge system for residential collection. Service charges were still collected from commercial accounts. The service provided to residents remained at the once-a-week, back-door service level, with the quantity collected limited to two cans.

This service level continued until 1969 when the city increased its income tax from one to one and one-half percent. As partial justification for this increase, the city increased the level of service to its customers. The city continued to provide back-door service for two, thirty-gallon cans and also committed to pick up any quantity of solid waste in excess of sixty gallons if left at the curbside. In essence, this provided the citizens with a combination of curbside/back-door service.

The most recent change in Middletown's solid waste management history was the return to the collection of solid waste by the private sector. Debate on the franchising of solid waste collection to the private sector first began in 1970. However, not until November 27, 1972, was a franchised private system implemented. The legality of this latest move is currently being challenged in court by the local union, The American Federation of State, County, and Municipal Employees. The union, which represents the city's sanitation employees who were dismissed from their jobs, contends that they have sole bargaining rights with the city and that the city violated this contract by franchising with a private collector. The Butler County Common Pleas Court has supported the city's action but the union plans an appeal to the next higher state court.

The level of service provided to the citizens of Middletown did not change significantly when the contractor assumed collection responsibilities. The only exception to this policy is that all cans must now be stored at the ground level: A number of residents formerly kept cans in "wells" especially constructed for aesthetic purposes.

4.4: Agencies Impacting Middletown's Solid Waste Management System

There are four groups identified as having had an impact upon the solid waste management system of Middletown. One group is internal to the city and the other three groups are external. The union's pressure upon the city is discussed separately in Chapter 5.

4.4.1: State of Ohio

The Ohio State Legislature passed a law in 1967 to regulate the disposal of solid waste by dumping. This act, presented in Appendix A, has three main points:

- Open dumping or burning is prohibited at all disposal sites
- All sites must be licensed by the state
- All sites will be inspected annually by the State Board of Health

This act directly affected Middletown's landfill; it ensured compliance with sanitary landfill procedures.

4.4.2: Ohio-Kentucky-Indiana (OKI) Regional Planning Authority

In 1965 the Ohio, Kentucky, Indiana Regional Planning Authority, which consists of nine counties surrounding Cincinnati, Ohio, conducted a study of regional solid waste management programs. The aim of the study was to establish sanitary, efficient, and economical systems for solid waste collection, processing, and disposal in the OKI region. Basically, the report suggested that the area develop regional plans for these problems, as opposed to having each community establish its own system. This would greatly increase the efficiency of the solid waste operations in the area. No specific plan was suggested for Middletown or the surrounding areas. However, after a four year lag, Butler County finally examined the possibility of a county-wide solid waste management program. The recommendations of this study are presented in the next section.

4.4.3: Butler County: Solid Waste Disposal Study

In 1969, the Butler County Government contracted with a firm of consulting engineers to develop a solid waste disposal plan for the entire county. The types and total quantities of solid waste requiring disposal in the county were defined along with alternative solid waste disposal systems and their associated costs. The optimum disposal method proposed by the study was a sanitary landfill owned and operated by the county. The site was to be located at or near the solid waste production load center (between Hamilton and Middletown) and was to have a landfill volume of at least 7800 acre feet. The landfill would have had an expected lifetime of twenty years and would have initially cost $1,394,120.

The county purchased such a landfill site in 1971 and began operations, but the City of Middletown chose to continue using their own site. At that time, there was no logical reason for the city to discontinue using its landfill and begin to haul its solid waste to the county site.

4.4.4: The City of Middletown: Solid Waste Management Study

In 1968, the City of Middletown commissioned a firm of consulting engineers to study the city's solid waste management system and to estimate future annual solid waste volumes to the year 1980. The output from this study was a set of guidelines and recommendations designed to ensure maximum utilization of the landfill site and the efficient use of manpower and equipment. The recommendations for residential collection, commercial collection, and the landfill operation are briefly summarized in Table 4. The recommendations for the landfill appear to indicate that the landfill was not then being run with proper sanitary methods. Apparently, there was open burning at the site and, frequently, waste was not covered for periods of up to one week.

TABLE 4

1968 GUIDELINES AND RECOMMENDATIONS FOR MIDDLETOWN'S SOLID WASTE COLLECTION AND DISPOSAL ACTIVITIES

Operation	Guidelines and Recommendations
Residential Collection	- install scales at landfill site for better records - better records for the number of stops daily per crew - consider changing to curb-side pick-up - adopt modified transfer station to increase efficiency - purchase larger collection vehicles
Commercial Collection	- consider adopting a second commercial crew or - let residential crews pick up some commercial accounts
Sanitary Landfill	- eliminate all burning at site - cover all material daily - weigh and record every load of material - abandon use of the existing "beehive" incinerator at the site - obtain compaction equipment - establish rate of $2.50 per ton for private users

5

SOLID WASTE SYSTEM CHARACTERISTICS

The evolution of Middletown's solid waste management system is described in this chapter. The recent conversion from a municipally operated system to a franchised private collection system is described along with the events which led to the conversion. In discussing these events, the word "strike" is avoided as this is a point of contention in current litigation between the city and the union. The service disruptions are referred to as work stoppages or work disruptions. The chapter is organized in six sections. The first two sections describe the municipally operated system and the events which resulted in the transition to the franchised system. Productivity and the quality of service are discussed in the third section. Finally, the remaining three sections discuss disposal methods, equipment, and financial characteristics of the system.

5:. Evolution of the City of Middletown's Franchised Collection System

5.1.1: Pre-Franchise Solid Waste System Characteristics

Prior to the approval of a franchised solid waste collection system, the City of Middletown operated its own solid waste collection system. The city provided once-a-week residential service and also served some commercial accounts. The level of service provided to the residents was a combination of curbside and back-door collection. Two thirty-gallon containers were collected at the rear of a home and any other solid waste in excess of sixty-gallons would be collected if placed at the curb. Bulky items were collected by a separate vehicle and there was a minimum charge of $1.50 for this service. Dead animals would also be picked up for a similar charge. Residential collection was financed through the General Fund.

Commercial collection in the city was handled by both the city and the private sector. The city had only one commercial route, but some commercial accounts were served as part of residential routes. There were approximately 300 commercial accounts serviced by the city out of an estimated total of 600. The fee for this collection service varied by the frequency of collection, the size and number of containers, and whether the city owned the containers. A detailed description of these charges is presented in the financial section of this chapter.

Industrial wastes were and still are collected by private haulers; or industries perform their own collection service. While the city never collected any of these wastes, they are generally disposed at the municipally owned landfill.

5.1.2: Events Leading to the Implementation of a Franchised Collection System

During normal periods of operation in early 1972, the Sanitation Division of the Department of Public Utilities provided a relatively high level of service. The complaint frequency was low and complaints generally resulted from missed collections. However, labor relations between city management and the local union, The American Federation of State, County, and Municipal Employees, were quite strained at this time.

The first major dispute between the union and the city occurred in early 1970 over the issue of wage increases. The resulting work stoppage involved all unionized city employees and lasted approximately three weeks. During this time the city's residents did not receive any collection service and, instead, took their refuse to the city's landfill for disposal.

Two more recent labor-management disputes occurred in the spring of 1972. While the city had studied the possibility of switching to a franchised system as early as 1970, these two disputes acted as the final catalyst for the change. The first dispute took place on April 12, 1972, and involved only the Sanitation Division employees. The issue was a three day suspension of two collectors for salvaging items found on their collection route. The rest of the sanitation employees felt this punishment was overly severe and took three days of sick leave on the same days that the two men were suspended. This dispute ended when the two suspended employees returned to work. However, neither labor nor management was pleased with the results of this incident.

The tension between both parties resulted in a second major dispute on April 27, 1972. This dispute involved all of the unionized city employees and two major issues were defined by the union. One issue was the city's refusal to pay the employees for sick leave taken during the three day sanitation employees sick-out. The city claimed that the workers had not been sick and thus did not deserve to be paid. The second issue in this dispute concerned assignment of additional men to the trucks when regular workers were absent due to illness, vacation, or for other reasons. According to the arguments presented, the union claimed that they were guaranteed three men per truck on days when a newspaper pickup was scheduled. The collection of newspapers, tied and bundled at the curb, was a new recycling program initiated by the city. The papers were to be collected by the workers on their routes and placed in separate containers fastened to the sides of the collection truck. If workers were not available within the division on paper collection days, then the Sanitation Division was to have the first opportunity to use the Federal Emergency Employment Act employees to fill their crews. The union contended that the city violated this agreement and attempted to send trucks out with only two-man crews.

Consequently, the union conducted a work stoppage, supposedly to last until these matters were rectified. After the workers were out one day, the City Manager notified the workers that unless they returned to work on the following day, the provisions of the Ferguson Act would be used. A copy of this Act appears as Appendix E and basically states that a public employee cannot strike against a city in Ohio. After the verbal notice to all 108 of the city's unionized employees, only 31 came back to work while the remaining 77 men were dismissed under the provisions of the Act. Those dismissed included all of the Sanitation Division.

While the employees were on their walkout, the union petitioned the city's residents to have the Director of Public Utilities dismissed. They claimed that he was unfair and had provoked the recent labor dispute through mistreatment of the employees who he supervised. The union claimed to have obtained 4,000 citizen signatures but admitted that a fairly large percentage of these signatures were secured from citizens who had hoped that normal collection service would be restored.

As a result of the application of the Ferguson Act, the union went to court and obtained a restraining order against the city. The previously dismissed employees returned to work under the court order, and a special meeting for each dismissed employee was to take place with a court-appointed commission. These hearings have yet to be held because of a dispute over who should head the commission and other legal entanglements to be discussed. If these men are found guilty, they are formally terminated but may be rehired if they reapply for the jobs. However, even if rehired, they still lose all their seniority, will be on probation for two years, and cannot receive a wage increase for one year.

The last labor dispute acted as the stimulus for the implementation of the franchised system. In June 1972, the city asked for three-year bids from private companies for the collection of solid waste from approximately 14,000 residential stops. It is interesting to note that a newspaper article on this decision indicated that two reasons were given for the consideration of a franchised system. The City Manager cited the possible cost savings which could result from such a system as the main reason for considering a change. He noted that the cost of solid waste management activities had increased from $359,000 in 1970 to $550,000 in 1972 (see financial section). In addition, the union was negotiating a new wage package which could substantially increase costs over the next two years. However, it was also reported that at least one City Commission member cited the irresponsibility of the union as being the stimulus to convert to a franchised collection system.

Bids received from five companies were opened on August 23, 1972. The companies which responded for this business and their respective bids are presented in Table 5. The lowest bidder, the Big "M" Trucking Company, was the winner of the competition. A copy of the contract is presented in Appendix C. As part of this agreement, the franchised company was required to purchase the city's collection vehicles and equipment at a fair market value. A list of the vehicles that the city was operating at the time the bids were opened is presented in Table 6. In addition, the contractor was required to purchase approximately 290, one-cubic-yard containers and 5, five-cubic-yard containers. There was no provision in the contract for

TABLE 5

THREE-YEAR BIDS FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE IN MIDDLETOWN

Company Name	Three Year Bid For Residential Collection
Big "M" Trucking Company	$1,067,760
Sanitation Systems	1,350,000
Benton Village Sanitation Service	1,543,912
Blaylock Trucking Company	1,539,150
Quick Trash	1,675,556

TABLE 6

COLLECTION VEHICLES TO BE PURCHASED BY FRANCHISED COMPANY

Truck Number	Truck Year and Make	Serial Number	Body Size-Make-Year
76	1968 GMC Diesel	52593	17CY-Leach-1962
77	1968 GMC Diesel	52615	17CY-Leach-1962
78	1972 Int. Diesel	077109	20CY-Leach-1972
79	1968 GMC Diesel Tandem	DO63920	25CY-Leach-1968
80	1968 GMD Diesel	52580	17CY-Leach-1963
83	1968 GMC Diesel	52567	17CY-Leach-1962
84	1972 Int. Diesel	077127	20CY-Leach-1972
101	1967 GMC Gasoline	5774G	17CY-Leach-1967
109	1972 Int. Diesel	077055	20CY-Leach-1972
110	1972 Int. Diesel	077188	20CY-Leach-1972

the franchised company to assume the city's containerized commercial accounts. These accounts were open to all competition. However, as part of the formal agreement, the private contractor is required to service small commercial accounts which do not generate solid waste in excess of 40 gallons a week.

On October 10, 1972, the local union representing the sanitation employees sought an injunction against the city. They claimed that the city had violated the Ohio State Constitution, the Middletown City Charter, and their contract with the city by franchising the collection of residential solid waste to a private firm. The union's position was that the city had violated the collective bargaining agreement because the union was the sole party with the right to collective bargaining with the city. The City of Middletown claimed that it had signed a contract with Big "M" Trucking Company solely on economic grounds and that the city had the right to abolish any division not specified in the City Charter.

The Butler County Common Pleas Judge ruled in favor of the city on November 2, 1972. He stated that "men did not hold their positions by virtue of contracts but as appointees." At the same time, however, he ruled that the City Manager could not serve as the head of the commission to hear the cases of the men separated by the implementation of the Ferguson Act. The two main issues being contested between the union and the city are: (1) the hearings of the men dismissed through application of the Ferguson Act and the legality of the Act; and (2) the city's right to abolish the Sanitation Division and contract solid waste colletion to a private collector. These two issues were initially separate court cases but were combined by the lower court and is the reason why both rulings were reached at one time. The union is planning to appeal the lower court's ruling to the Ohio State Supreme Court if necessary

5.1.3: Present Status of the Franchised Collection System

Based upon the lower court's ruling against the union, the Big "M" Trucking Company began residential collection in Middletown on November 27, 1972. The transition from public to private collection naturally incurred some problems during the first several weeks of operation. The principal problem was to familiarize the new men with the routes. A second problem was the nominal number of residents who had "buried" their cans. These residents had built special sunken pits or wells in which they placed their cans to hide them from view. When the new men went to look for the cans at these homes and could not find any in sight, they continued on to the next house. Largely because of these missed collections due to the unfamiliarity of the men with the storage locations, complaints averaged from 100 to 200 calls per day for the first week. This problem was solved by city action which required all residents to place their containers at ground level if they wished to be served. As of early 1973, the number of complaints has dropped to approximately 15 per day.

Major System Benefits

There are two basic advantages of the new franchised collection system. The cost savings to the city is the principal advantage. The three-year cost saving, estimated at $360,000 by city the size of Middletown and will help alleviate financial pressures. The second major benefit is the expected elimination of future disruptions in residential service. The private contractor was required to post a $125,000 performance bond guaranteeing service to the city even if his workers strike. Thus, the residents are not expected to suffer the service disruptions that they have experienced over the past 2 to 3 years.

One unfortunate consequence of the changeover to a private hauler was the dismissal of approximately 24 city employees. As illustrated in Table 7, many of these men had been with the city for 15 years or more and there had been virtually no new men added in the last year of operation. It is interesting to note that none of these workers were hired by the private contractor. Presumably, they did not wish to accept either a cut in pay or the increased work which would be expected of them.

TABLE 7

FORMER SANITATION DIVISION EMPLOYEES, BY CLASS OF WORKER, ENROLLMENT DATE AND BIRTH DATE

Labor Class	Date Employed	Birth Date	Labor Class	Date Employed	Birth Date
Laborer II[1]	1- 4-55	3-14-19	MEO I[2]	1-10-55	3-19-29
Laborer II	1- 4-55	7-13-28	MEO I	6-28-56	9-25-35
Laborer II	5- 1-57	1-18-23	MEO I	10- 7-58	9-26-21
Laborer II	7-21-58	5- 8-37	MEO I	1-22-62	5- 5-36
Laborer II	12-12-67	5- 4-28	MEO I	4-21-65	12-31-27
Laborer II	2- 8-67	5-14-44	MEO I	9-28-65	1-16-33
Laborer II	5-27-68	8-23-28	MEO I	8- 7-67	12-27-34
Laborer II	8-21-68	10-10-36	MEO I	10- 1-69	3-10-40
Laborer II	5-27-68	3-31-44	MEO I	6- 4-69	4-14-41
Laborer II	6-30-69	3- 4-36			
Laborer II	10- 1-69	6-23-36			
Laborer II	6-30-69	1- 5-40			
Laborer II	6- 8-70	6-21-29			
Laborer II	8- 3-70	3-18-36	Foreman	9-15-64	12-15-37
Laborer II	7-29-70	2- 2-37			
Laborer II	7-13-70	12-15-50			
Laborer II	10-27-71	2-14-37			
Laborer II	5-26-71	1-21-45			
Laborer II	12- 1-71	1-19-46			
Laborer II	10-27-71	3-15-46			
Laborer II	2-17-71	8-29-48			
Laborer II	10-27-71	2- 4-50			

[1] Laborer II collects the solid waste.

[2] MEO is a mechanical equipment operator, i.e., drivor.

5.2: Level of Service

The basic service provided to the residents of Middletown remains a combination of curbside and carry-out service. Two, thirty-gallon containers will be collected from the back of a house and any excess material will be collected if placed at the curb. Bulky items or dead animals are not included in this service. The dead animals are picked up by a separate collection: This service, however, is provided by Big "M" Trucking Company under a separate contract with the city. For the collection of bulky items, a resident must contact a private contractor. Currently, Big "M" charges a minimum of $5.00 for special pick-up calls. For very large pick-ups requiring a flatbed trailer, the minimum charge is $12.00. These rates are considerably higher than the $1.50 minimum fee the city previously charged for these special services. Thus, while the city is experiencing cost savings, some nominal amount of additional expense is borne directly by the citizens.

The containerized commercial accounts that the city previously served were left to open competition. It appears that Big "M" Trucking Company secured the majority of these customers because they purchased all of the city-owned containers at these accounts. However, a recent rate increase by Big "M" may cause these commercial accounts to consider other private contractors.

The landfill is still run by the city. Big "M" Trucking Company is required to dispose of the residential solid waste collected at the landfill and are not charged for this privilege.

5.3: Productivity and Quality of Service

The operating characteristics of the solid waste management system in Middletown are shown in Table 8 for the last full year of municipal service (1971) and the first full year of municipal service plus franchised operation. The significant change between the two systems is the reduction in crew size from three men - one driver-helper and two helpers - to two-man crews operating as "swing drivers." Both workers drive and collect in this system. A 33-percent increase in efficiency is achieved with only a two-hour increase in the length of an average workweek. This is especially apparent when the number of tons/man/day is compared between the two systems. The average number of tons collected per man per day was only 2.9 tons under the municipal system, and it increases to 4.3 tons under the private, franchised system.

The comparison of the two systems on a cost basis is not entirely accurate for three reasons. First, the cost figures shown for the city reflect the cost of residential collection in 1971. The cost figures for 1972 could not be

TABLE 8

EFFICIENCY/PRODUCTIVITY DATA FOR MIDDLETOWN'S SOLID WASTE SYSTEM

	Collection Function / Parameter	Residential-City Operated	Residential-City Plus Contractor Operated
Community Description	Population Served	48,769	48,769
	No. of Resid. or Comm. Units	14,000[1]	14,000[1]
	Street Miles	178	178
	Alley Miles	---	---
	Area (sq. mi.)	19.17	19.17
	Pop. density (peo/sq.mi.)		
Waste Amounts	Annual Amounts Collected	17,836	17,836
	Lbs./unit/wk	49.0	49.0
	Lbs./person/day	2.00	2.00
Collection System Description (inc. Level of Service)	Point of Collection	2-30 gallon containers /backdoor Excess at the curb	2-30 gallon containers/backdoor Excess at curb
	Freq. of Collection	Once per week	Once per week
	Type of Storage Container	Metal, Rubber, Plastic, Bags	Metal, Rubber, Plastic, Bags
	Ave. Dist. to Disp. Site	3.5	3.5
	Avg. Miles Driven/truck/day	4.45	4.45
	Avg. Hours worked/day	40	41.8[2]
	Direct men	26	16
	Crew Size	3	2
	Routes	40	40
	Trucks	8	8
Wages	Average wages for laborers	3.48	3.00 Swing
	Average wages for drivers	3.60	3.00 Drivers
Collection Cost/Efficiency Figures	Stops/Route/Day	350	350
	Tons/Truck/Day	8.6	8.6
	Tons/Man/Day	2.9	4.3
	Coll. Cost/Resid. Unit/Year	23.30[3]	23.95
	Coll. Cost/Person/Year	6.68	6.87
	Coll. Cost/Ton/Year	18.28	18.80
	Total Coll. Cost/Year	326,150[4]	335,400
Disposal	Type & No. of Disp. Sites	One	One
	Total Disp. Cost/yr.	79,484	79,484
Total Cost	Total Cost/yr.	405,634	414,884
Misc. Cost Ratios	Coll. Expense as % of tot. Exp.	80%	80%
	Coll. labor expense as % of tot. Coll.	75%	35%[5]
	Coll. equip. expense as % of tot. Coll.	14%	N.A.
	Proc. & Disp. expense as % of tot. exp.	20%	20%
	Proc. & Disp. labor expense as % of tot. disp.	54%	54%

[1] This is the estimated average number of units serviced. The range of quoted figures was between 13,200 and 15,000.

[2] The men are not paid overtime if they work more than their scheduled number of hours unless the truck breaks down.

[3] The cost figures shown here are for 1971. The fiscal year 1972 included ten and one-half months municipal operation and one and one-half months private operation. Thus, reliable figures could not be obtained for 1972.

[4] This 1971 cost figure does not include any capital expenditures for new equipment.

[5] This cost figure was estimated using the following assumptions:

16	full time collectors
41.8	average work week
$3.00	hourly wage
15%	of wages is the cost of fringe package

therefore

41.8	
× 16	
668.8	Total man-hours per week
× 3	Hourly wage
$2006.4	Direct wage bill per week
× 52	Number of weeks a year
$104,332.8	
+ 15,650.0	= 15% of direct wages as cost of fringe benefits
$119,982.8	

$\frac{119,982.8}{335,400} = 35\%$

This figure is obviously an under-estimate since executive and secretarial wages are not included.

used since they reflect both municipal and franchised operation. Thus, this figure is actually lower than their costs in the last year of municipal operation. The second reason for a bias in the figures is that the city does not anticipate any significant savings until the last two years of the contract. Between the fiscal years 1969 to 1971, residential collection costs increased at an average rate of 10.2 percent. It was anticipated that collection costs would increase by at least this amount in the future. Finally the 1971 cost figures for the city do not include any capital costs. This also reflects a downward bias in the figures of approximately $30,000.

The quality of service in the city has remained virtually constant. Complaints now average approximately .5 percent of all accounts serviced; about the same as before the changeover to a franchised system. The big change in the level of service, of course, is the guarantee of uninterrupted collection service for the next three years (assuming court rulings remain the same). This is a luxury the residents of Middletown have not experienced in recent years.

5.4: Disposal Methods

The disposal operations for the City of Middletown are still controlled and operated by the city. The city owns a 113 acre landfill in the north-central portion of the city which has an expected life of 30 more years. (See Figure 2.) All residential and most commercial solid waste generated within the city is disposed at this site. The franchised collector is not charged for disposal of residential waste and all other collectors are charged a very nominal fee. These rates are discussed in the financial section.

The operating procedures practiced at the landfill have changed significantly since 1968 when the city conducted a study of its collection and disposal operations. That study recommended that all open burning at the site be discontinued and that the city cover the waste each day. At that time, there were periods of a week or longer when the waste was not covered. The great strides that the city has taken in the operation of the landfill is reflected in the extremely high grades the city site received from the Ohio Department of Health. A copy of the state's rating of the landfill on both administrative and sanitation factors for 1972 are presented as Figures 3 and 4 respectively.

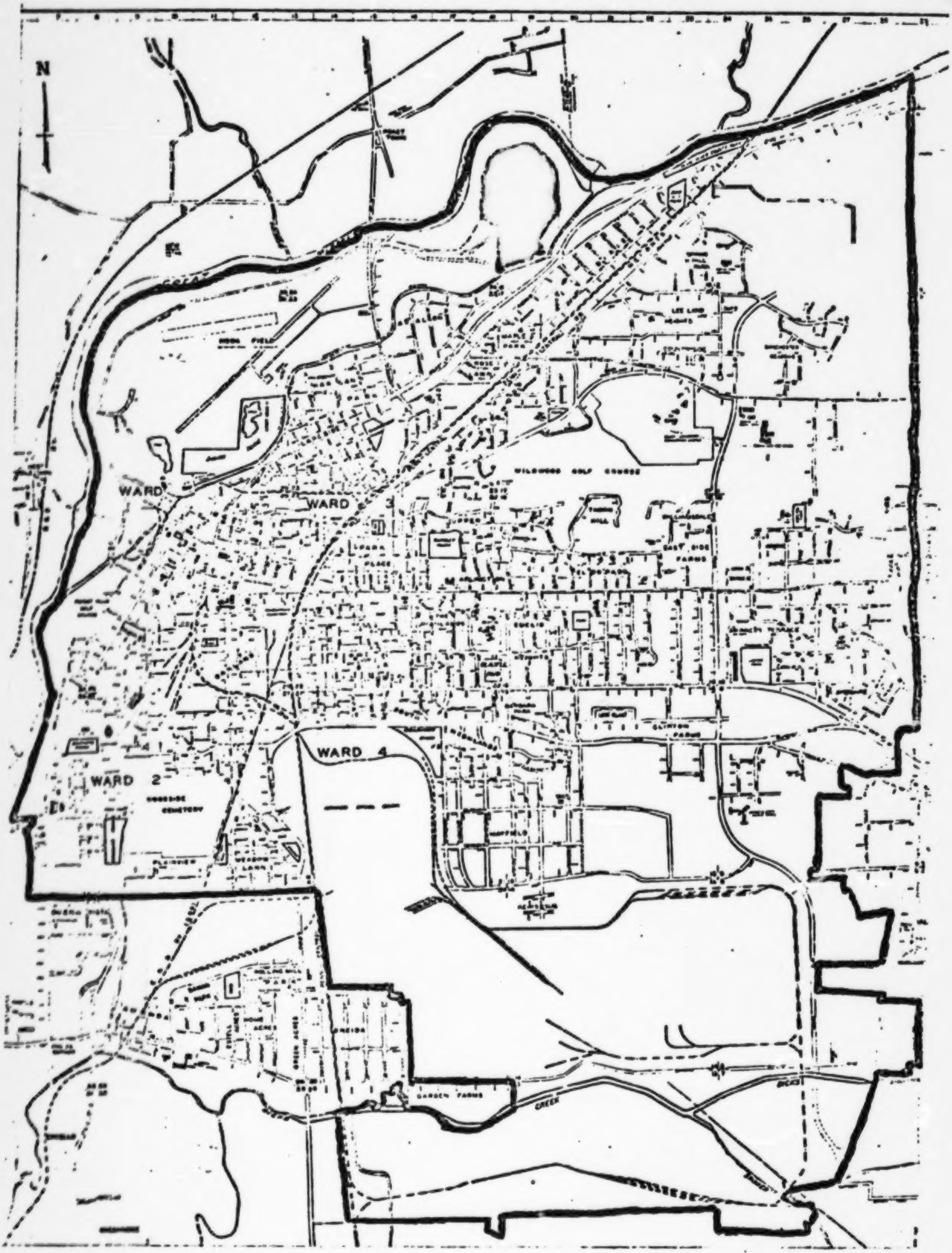
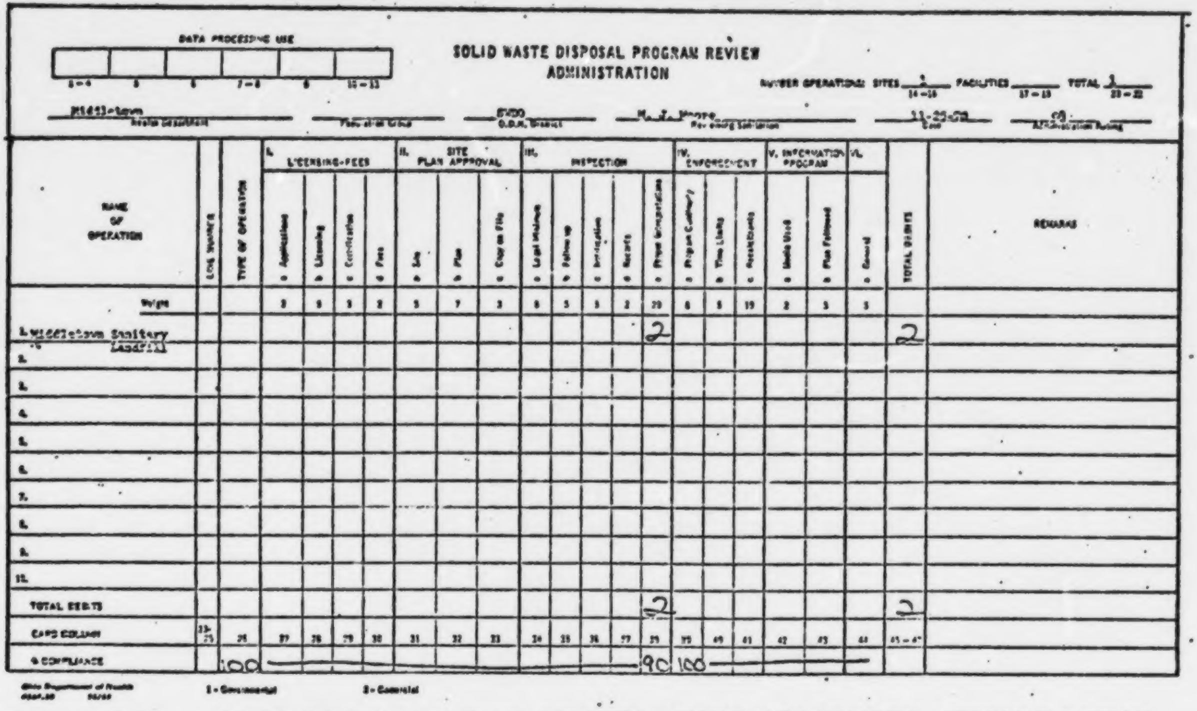

N
WARD
WARD 3
WARD 4
WARD 2
WILDWOOD GOLF COURSE
GARDEN FARMS
CREEK

FIGURE 2: MAP OF THE CITY OF MIDDLETOWN WITH THE LANDFILL IDENTIFIED AS THE DARKENED AREA IN THE MAP

Reproduced from best available copy.



SOLID WASTE DISPOSAL PROGRAM REVIEW
ADMINISTRATION

NUMBER OPERATIONS: SITES 1 FACILITIES ___ TOTAL 1

Middletown — Health Department
SWDO — O.D.H. District
M. J. Moore — Reviewing Sanitarian
11-25-70 — Date
90 — Administration Rating

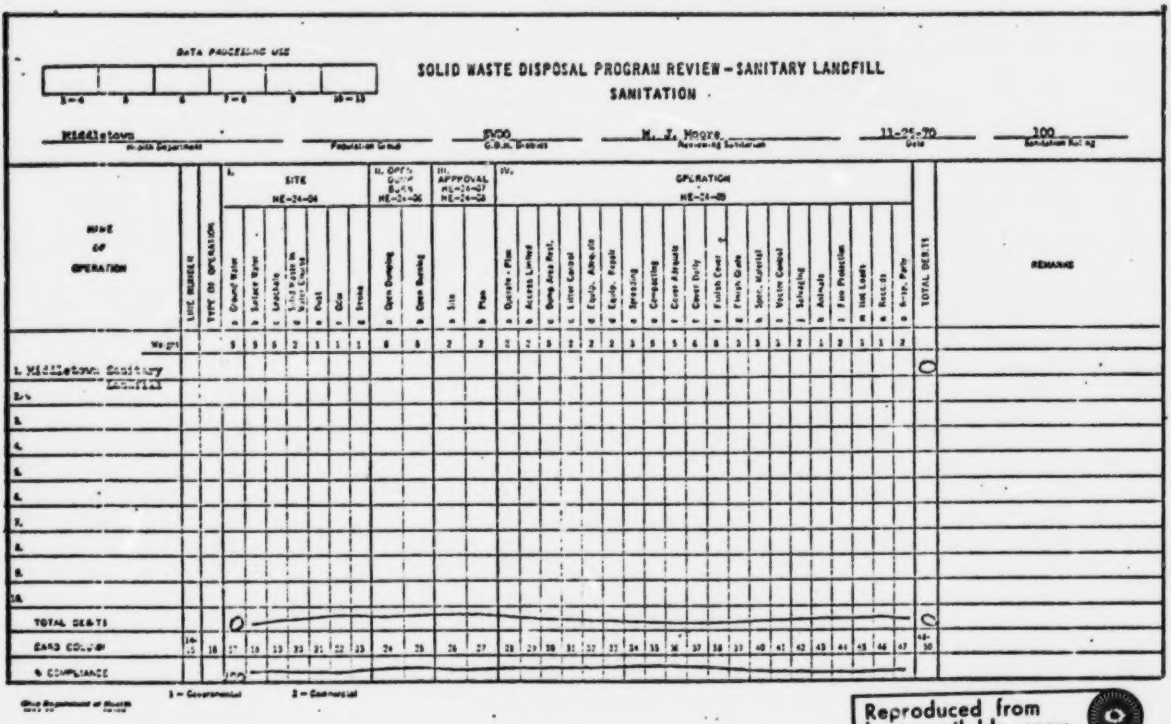
1. Middletown Sanitary Landfill — 2 — Total Debits 2

TOTAL DEBITS — 2 — 2

% COMPLIANCE — 100 — 90 — 100

1 = Governmental 2 = Commercial

FIGURE 3: OHIO DEPARTMENT OF HEALTH'S ADMINISTRATION RATING OF MIDDLETOWN LANDFILL (1)



SOLID WASTE DISPOSAL PROGRAM REVIEW - SANITARY LANDFILL
SANITATION

Middletown — Health Department
SWDO — O.D.H. District
M. J. Moore — Reviewing Sanitarian
11-25-70 — Date
100 — Sanitation Rating

1. Middletown Sanitary Landfill — Total Debits 0

TOTAL DEBITS — 0 — 0

% COMPLIANCE — 100

1 = Governmental 2 = Commercial

Reproduced from best available copy.

FIGURE 4: OHIO DEPARTMENT OF HEALTH'S SANITATION RATING OF MIDDLETOWN LANDFILL (2)

The city's operating procedures received a score of 98 percent on administration factors and a perfect 100 percent on sanitation factors.

The city accepts very little, if any, liquid wastes at the site. All containerized wastes are always carefully opened and inspected before they are allowed into the landfill. Dead animals are placed in a special pit and daily cover is placed over the carcasses. All other pathological wastes are burned in a crematorium at the city hospital.

Two pieces of equipment are operated at the landfill. A Hyster Compactor, purchased in 1971, is used to compact the solid waste. A Dozer International is used to cover the solid waste each day. Prior to purchasing the compactor, two tractors with blades were used at the site.

In addition to the city's landfill and the county's landfill located southwest of the city, the City of Franklin operates a solid waste reclamation plant approximately five miles east of Middletown. City officials of Franklin have been trying to persuade Middletown to bring its solid waste to their plant, but their efforts have yet to be successful. The basic problem is that it would cost Middletown approximately $6.00 a ton for disposal at the Franklin plant, as compared to their landfill disposal cost of approximately $2.50 a ton. This cost differential, which is due to transportation costs and the current economic realities of recyling, makes the Franklin proposal prohibitive at this time.

5.5: Equipment Description

Prior to the change to a franchised solid waste collection system, the City of Middletown operated rear-loading vehicles. There were five, 17 cubic yard and four, 20 cubic-yard Leach packers for residential use; and one, 25 cubic-yard packer for the commercial accounts. One of the 17 cubic-yard packers served as a reserve vehicle. A detailed listing of these vehicles was presented in Table 6.

The Big "M" Trucking Company now uses side-loading vehicles for the residential routes. There are three, 10 cubic yard and six, sixteen cubic yard packers. One of the larger vehicles is kept as a spare. The decision to change to side-loading vehicles was based upon cost and operating efficiency.

The average replacement cost of a 16 yard side-loader is only $12,000 as compared to $22,000 for a 20 yard rear-loader. The replacement cost saving of $10,000 per vehicle was considered significant enough to make the change to side-loaders desirable. In addition, the implementation of side-loading vehicles would reduce the amount of walking required at each stop. According to the management of the Big "M" Trucking Company, this would increase the speed of the operation and thus the operating efficiencies of the men. The equipment purchased from the city is principally being used for other commercial operations of Big "M" Trucking Company. However, two of the vehicles are used for the two commercial routes in the city.

5.5.1: Equipment Maintenance and Repair Policies

Comparative data are not available on the maintenance and repair policies under the two different operating schemes. The city previously had its equipment repaired by the city garage. Big "M" Trucking Company services and repairs its own vehicles.

5.6: Financial Aspects of Middletown's Solid Waste Management System

The solid waste management system in Middletown receives revenues through the General Fund. As illustrated in Table 9, the majority of these funds are obtained through property taxes and local personal income tax. The current property tax rate is $34.78 per thousand dollars of assessed value. All property is valued at 35 percent of its true market price. The income tax rate is 1.5 percent: The increase in revenues between 1969 and 1970 reflects the increase in the income tax rate from one percent to its present value.

The revenue from sanitation charges was derived from three revenue sources within the division. Two of these sources are no longer operational. The largest income source was the revenue generated from the user charges for collection of commercial accounts. The rates for this service varied by the size and type of container, whether the city owned the container, the establishment serviced, and the frequency of collection. These rates are shown in Table 10.

TABLE 9

SOURCES OF REVENUE FOR THE GENERAL FUND; 1969-1971

Source of Funds	1971	1970	1969
General Tax	$ 667,778	$ 650,166	$ 637,451
Taxes on Personal Property	897,050	1,092,777	768,757
Income Tax	1,918,566	2,027,346	1,267,364
Licenses and Permits for Street Use	1,697	1,755	1,953
Health Licenses and Permits	3,526	4,750	3,550
Police and Protective Licenses	642	682	571
Amusement Licenses	4,674	4,773	5,073
Professional and Occupational Licenses	9,420	9,495	8,497
Construction Permits	49,855	22,027	33,414
Miscellaneous Permits	740	336	307
Fines, Forfeits, and Penalties	125,530	144,261	139,049
Interest	200,953	250,524	150,132
Rents	12,265	12,581	7,612
Proportionately Shared State Taxes	346,450	436,522	332,760
Proportionately Shared State Licenses	58,556	48,967	56,540
State Grant in Aid	26,416	7,689	2,000
County Shared Licenses	4,115	4,969	5,224
Federal Grant in Aid	700	700	700
Revenue From Private Sources	373	15,881	1,769
General Government Charge for Service	75,089	68,285	60,926
Safety Inspection Fees	1,731	1,475	4,357
Parks and Recreation	36,356	35,783	35,568
Highways and Streets	4,200	1,804	4,437
Health Services	6,919	7,162	6,910
Miscellaneous	7,512	37	26
Sanitation	62,350	57,576	60,863
Other Income Sources	106,318	98,154	90,706
TOTAL	$4,629,766	$5,008,482	$3,686,517

TABLE 10

FORMER CITY COMMERCIAL RATES

CITY OF MIDDLETOWN

DEPARTMENT OF PUBLIC UTILITIES

DIVISION OF SANITATION

Schedule of Charges   Revised: June 1972

RESIDENTIAL RATES

Special Collection charge based on time required and type and amount of material - - - - - - - - - - minimum charge $1.50

Removal of dead animals- - - - - - - - - - minimum charge $1.50

RESIDENTIAL RATES - PER MONTH - CONTAINER SERVICE FURNISHED BY CITY* OR CUSTOMER

No. of Containers (1 for 4 Res. Units)	No. of Collections Per Week 1	2	3	4	5	6
1	N.C.	$ 3.00	$ 8.00	$13.00	$18.00	$23.00
2	N.C.	8.00	18.00	28.00	38.00	48.00
3	N.C.	13.00	28.00	43.00	58.00	73.00
4	N.C.	18.00	38.00	58.00	78.00	98.00
5	N.C.	23.00	48.00	73.00	98.00	123.00
6	N.C.	28.00	58.00	88.00	118.00	148.00
7	N.C.	33.00	68.00	103.00	138.00	173.00
8	N.C.	38.00	78.00	118.00	158.00	198.00
9	N.C.	43.00	88.00	133.00	178.00	223.00
10	N.C.	48.00	98.00	148.00	198.00	248.00

* CITY OWNED ONE CUBIC YARD CONTAINERS RENTAL RATE - $3.00 EACH PER MONTH

COMMERCIAL RATES - PER WEEK - USING OWN CONTAINERS
(Basic Rate - 1 cent per gallon - 20 cents per 20 gallon container)

No. of 20 gal. containers		No. of Collections Per Week 1	2	3	4	5	6
1.	(20 gal.)	$ N.C.	$ N.C.	$0.20	$0.40	$0.60	$0.80
2.	(40 gal.)	N.C.	0.40	0.80	1.20	1.60	2.00
3.	(60 gal.)	0.20	0.80	1.40	2.00	2.60	3.20
4.	(80 gal.)	0.40	1.20	2.00	2.80	3.60	4.40
5.	(100 gal.)	0.60	1.60	2.60	3.60	4.60	5.60
6.	(120 gal.)	0.80	2.00	3.20	4.40	5.60	6.80
7.	(140 gal.)	1.00	2.40	3.80	5.20	6.60	8.00
8.	(160 gal.)	1.20	2.80	4.40	6.00	7.60	9.20
9.	(180 gal.)	1.40	3.20	5.00	6.80	8.60	10.40
10.	(200 gal.)	1.60	3.60	5.60	7.60	9.60	11.60
11.	(220 gal.)	1.80	4.00	6.20	8.40	10.60	12.80
12.	(240 gal.)	2.00	4.40	6.80	9.20	11.60	14.00

TABLE 10 (Contd.)
FORMER CITY COMMERCIAL RATES

COMMERCIAL RATES - PER MONTH - USING OWN CONTAINERS

Gals. of Service	No. of Collections Per Week 1	2	3	4	5	6
40	$ N.C.	$ 1.75	$ 3.50	$ 5.25	$ 7.00	$ 8.75
80	1.75	5.25	8.75	12.25	15.75	19.25
120	3.50	8.75	14.00	19.25	24.50	29.75
160	5.25	12.25	19.25	26.25	33.25	40.25
200	7.00	15.75	24.50	33.25	42.00	50.75
240	8.75	19.25	29.75	40.25	50.75	61.25
280	10.50	22.75	35.00	47.25	59.50	71.75
320	12.25	26.25	40.25	54.25	68.25	82.25

COMMERCIAL RATES - PER MONTH - CONTAINER SERVICE FURNISHED BY CITY* OR CUSTOMER

Container 1 Cubic Yard - (220 gallon capacity)

No. of Containers	1	2	3	4	5	6
1.	$ 3.00	$ 8.00	$13.00	$13.00	$23.00	$28.00
2.	8.00	18.00	28.00	33.00	43.00	58.00
3.	13.00	28.00	43.00	53.00	73.00	88.00
4.	18.00	38.00	58.00	73.00	93.00	118.00
5.	23.00	48.00	73.00	93.00	123.00	148.00
6.	28.00	58.00	88.00	113.00	143.00	178.00
7.	33.00	68.00	103.00	133.00	173.00	208.00
8.	38.00	78.00	118.00	153.00	193.00	238.00
9.	43.00	88.00	133.00	173.00	223.00	268.00
10.	48.00	98.00	148.00	193.00	243.00	298.00

* CITY OWNED ONE CUBIC YARD CONTAINERS RENTAL RATE - $3.00 EACH PER MONTH

COMMERCIAL RATES - PER MONTH - CONTAINER SERVICE FURNISHED BY CITY* OR CUSTOMER

Container 2 Cubic Yard

No. of Containers	No. of Collections Per Week 1	2	3	4	5	6
1.	$ 8.00	$18.00	$28.00	$33.00	$43.00	$58.00
2.	18.00	38.00	58.00	73.00	93.00	118.00
3.	28.00	58.00	88.00	113.00	143.00	178.00
4.	38.00	78.00	118.00	153.00	193.00	238.00
5.	48.00	98.00	148.00	193.00	243.00	298.00

* CITY OWNED TWO CUBIC YARD CONTAINERS RENTAL RATE - $4.50 EACH PER MONTH

COMMERCIAL RATES - PER MONTH - CONTAINER SERVICE FURNISHED BY CITY* OR CUSTOMER

Container 3 Cubic Yard

No. of Containers	No. of Collections Per Week 1	2	3	4	5	6
1.	$13.00	$28.00	$43.00	$53.00	$73.00	$88.00
2.	28.00	58.00	88.00	113.00	143.00	178.00
3.	43.00	88.00	133.00	173.00	223.00	268.00
4.	56.00	116.00	176.00	236.00	296.00	356.00

* CITY OWNED THREE CUBIC YARD CONTAINERS RENTAL RATE - $6.00 EACH PER MONTH

Reproduced from best available copy.

TABLE 10 (Contd.)

FORMER CITY COMMERCIAL RATES

COMMERCIAL RATES - PER MONTH - CONTAINER SERVICE FURNISHED BY CITY* OR CUSTOMER

Container 4 Cubic Yard

No. of Containers	No. of Collections Per Week 1	2	3	4	5	6
1.	$18.00	$38.00	$58.00	$78.00	$98.00	$118.00
2.	38.00	78.00	118.00	158.00	198.00	238.00
3.	56.00	116.00	176.00	236.00	296.00	356.00

* CITY OWNED FOUR CUBIC YARD CONTAINER RENTAL RATE - $7.50 EACH PER MONTH

COMMERCIAL RATES - PER MONTH - CONTAINER SERVICE FURNISHED BY CITY* OR CUSTOMER

Container 5 Cubic Yard

No. of Containers	No. of Collections Per Week 1	2	3	4	5	6
1.	$23.00	$48.00	$73.00	$98.00	$123.00	$148.00
2.	48.00	98.00	148.00	198.00	248.00	298.00
3.	73.00	148.00	223.00	298.00	373.00	448.00

* CITY OWNED FIVE CUBIC YARD CONTAINERS RENTAL RATE - $9.00 EACH PER MONTH

These charges accounted for approximately 90 percent of total sanitation revenues. Since the city has dropped their commercial accounts, this source of revenues from sanitation will disappear.

The Big "M" Trucking Company recently raised the rates they charge for the collection of commercial accounts. The new rates, shown in Table 11, include the cost of renting a one-cubic-yard container and are approximately twice the amount the city was previously charging. For multiple containers, these prices are simply multiplied by the number of containers to arrive at the monthly charge.

TABLE 11

NEW COMMERCIAL RATES CHARGED BY BIG "M" TRUCKING COMPANY

Monthly Commercial Rate For A One Cubic Yard Container	Number of Collections Per Week 1	2	3	4	5	6
	12.00	21.00	31.00	41.50	51.50	61.50

Reproduced from best available copy.

The second source of revenue from within the Sanitation Division is income received from user charges at the landfill. These charges apply to the unfranchised private and industrial haulers who use the landfill. The rate schedule is shown in Table 12.

TABLE 12

DISPOSAL CHARGES AT MIDDLETOWN LANDFILL

Rate	Type of Vehicle
$ .50	Auto or two-wheel trailer
.75	One-half ton pick-up
1.00	Three-quarters to one and one-half ton truck
1.25	Any vehicle over one and one-half tons

The city acknowledges that these rates are well below the actual cost of disposal at the landfill. However, the city is willing to subsidize the disposal costs of commercial and industrial businesses in the city in order to gain support on other fiscal matters such as the city income tax.

Charges for special collections of bulky items and dead animals constituted the last source of revenue for the Sanitation Division. As with the income from the commercial accounts, this income is no longer a source of revenue to the General Fund since the city changed to a franchised collection system.

The expenses of the Sanitation Division, prior to the transition, are separated by operating units in Table 13. From the cost trend over the past four years, it is possible to estimate the total cost of residential collection for the next three years. These figures are developed by departmental cost cost center in Table 14. By assuming that all administrative costs are allocatable to residential collection, the total operating cost for residential collection over the next three years is calculated to be $1,317,362.

TABLE 13

OPERATING EXPENSES OF THE SANITATION DIVISION; 1969-1972

Year and Expenditure	Administrative Expenses	Residential Collection Expenses	Commercial Collection Expenses	Landfill Expenses	TOTAL
1972*					
Salaries and Wages	18,105	217,383	28,319	43,332	307,139
Fringe Benefits	1,722	20,290	2,860	3,770	28,642
Other Expenses	9,268	94,071	19,595	32,382	155,316
Total	29,095	331,744	50,774	79,484	491,097
1971					
Salaries and Wages	20,171	212,026	29,129	37,985	299,311
Fringe Benefits	2,377	31,017	3,554	4,756	41,704
Other Expenses	2,657	57,899	12,229	21,091	93,876
Total	25,205	300,942	44,912	63,832	434,891
1970					
Salaries and Wages	18,933	198,931	22,557	39,054	279,475
Fringe Benefits	2,035	25,746	3,530	4,353	35,664
Other Expenses	2,457	56,532	8,964	23,752	91,705
Total	23,425	281,209	35,051	67,159	406,844
1969					
Salaries and Wages	17,557	179,720	27,133	27,973	252,383
Fringe Benefits	1,775	23,602	2,567	2,948	30,892
Other Expenses	6,894	44,894	8,050	16,916	76,754
Total	22,226	248,216	37,750	47,837	360,029

*The municipal system was operated until November 27, 1972 and these expenses represent that cost plus the payment to Big "M" Trucking Company for collection service for the remaining portion of the year.

TABLE 14

ESTIMATED DEPARTMENTAL EXPENSES BY FUNCTION IF MUNICIPAL SERVICES HAD BEEN RETAINED, 1973-75[1]

Year	Administrative Expense	Residential Expense	Commercial Expense	Landfill Expense	Total
1972	29,095	331,744	50,774	79,484	491,097
Est. 1973	31,859	365,582	56,526	95,381	549,384
Est. 1974	34.886	402,871	63,010	114,457	615,224
Est. 1975	38,200	443,964	70,194	137,348	689,706
Total	104,945	1,212,417	189,766	347,186	1,854,314

[1] These projections are based on the annual fractional increments of all cost centers listed by Table 13. The averages were taken and used to calculate the projected costs to 1975. The incremental changes and the averages for each cost center are provided below.

Fractional Change Year	Administrative Expense	Residential Expense	Commercial Expense	Landfill Expense	Total
1972					
	.154	.133	.131	.245	.129
1971					
	.076	.070	.281	-.050	.069
1970					
	.054	.102	-.071	.404	.130
1969					
Average	.095	.102	.114	.200	.109

There is an additional $90,000 capital cost for these three years which is based upon the replacement of two vehicles each year at a cost of $15,000 each. This would yield a three-year total cost figure for residential collection of $1,407,362 ($1,317,362 + $90,000) which is slightly less than the figure quoted by management of $1,441,550. The calculated cost is considerably more than the contracted fee of $1,067,760 which will be paid to the franchised collector. The city will also gain extra revenue in the initial year of the contract by the sale of ten vehicles and 295 containers to the private collector.

Commercial collection expenses were not included in these calculations for two reasons. First, the contract does not call for the collection of commercial refuse. It deals solely with residential collection and leaves the city's commercial accounts to all competitors in the market. Second, the commercial operation was virtually break-even, as revenue from user charges approximated the costs.

Landfill costs also were not included in the calculation since the city elected to continue to provide this service. The disposal costs have grown over 66 percent for the last four years, which is approximately double the growth of expenses in the other functions. The increase in costs is due to the necessity to add equipment and manpower at the site comply with state landfill regulations.

APPENDICES

APPENDIX A

OHIO SOLID WASTE DISPOSAL ACT

(Amended Substitute House Bill No. 623)

AN ACT

To enact sections 3734.01 to 3734.11, inclusive, and 3734.99 of the Revised Code, relative to the disposal of solid wastes.

Be it enacted by the General Assembly of the State of Ohio:

SECTION 1. That sections 3734.01 to 3734.11, inclusive, and 3734.99 of the Revised Code be enacted to read as follows:

Sec. 3734.01. As used in sections 3734.01 to 3734.11, inclusive, of the Revised Code:

(A) "Board of health" means the board of health of a city or general health district, or the authority having the duties of a board of health in any city as authorized by section 3709.05 of the Revised Code.

(B) "Director" means the director of the department of health.

(C) "Health district" means a city or general health district as created by or under authority of Chapter 3709. of the Revised Code.

(D) "Public health council" means the public health council as created by section 3701.33 of the Revised Code.

(E) "Solid wastes" means such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations and slag and other substances which are not harmful or inimical to public health, and includes garbage, combustible and non-combustible material, street dirt, and debris.

(F) "Solid waste disposal" means final disposition of solid wastes by means acceptable under regulations adopted by the public health council under section 3734.02 of the Revised Code.

(G) "Person" means the state, any political subdivision, public or private corporation, individual, partnership, or other entity.

(H) "Open burning" means the burning of solid wastes in an open area or burning of solid wastes in a type of chamber or vessel which is not approved in regulations adopted by the public health council.

(I) "Open dumping" means the depositing of solid wastes into a body or stream of water or onto the surface of the ground without compacting the wastes and covering with suitable material to a depth as prescribed by regulations adopted by the public health council under section 3734.02 of the Revised Code.

Sec. 3734.02. (A) The public health council, subject to sections 119.01 to 119.13, inclusive, of the Revised Code, shall adopt regulations having uniform application throughout the state governing solid waste disposal sites and facilities and the inspections and issuance of licenses for all solid waste disposal sites and facilities, in order to assure that such sites and facilities will be located, maintained, and operated in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. Such regulations shall not concern or relate to personnel policies, salaries, wages, fringe benefits, or other conditions of employment of employees of persons owning or operating solid waste disposal sites and facilities.

(B) The director shall prescribe and furnish the application for license, inspection record, and other forms necessary to administer and enforce sections 3734.01 to 3734.11, inclusive, of the Revised Code.

(C) No person shall establish a solid waste disposal site or facility after the effective date of the regulations adopted by the public health council under section 3734.02 of the Revised Code without first submitting to and having approved by the director detail plans of the site, facility, and method of operation.

(D) Sections 3734.01 to 3734.11, inclusive, of the Revised Code and regulations adopted pursuant thereto are not applicable to single family residential premises or to the temporary storage of solid wastes prior to their collection for disposal or to the collection of solid wastes by a political subdivision or a person holding a franchise or license from a political subdivision of the state.

Sec. 3734.03. One year following the effective date of regulations initially adopted by the public health council under section 3734.02 of the Revised Code, all open dumping and open burning shall be conducted only under such conditions as prescribed by such regulations.

Sec. 3734.04. The board of health of each district shall provide for the inspection, licensing, and enforcement of sanitary standards for solid waste disposal facilities and sites in conformity with sections 3734.01 to 3734.11, inclusive, of the Revised Code.

Sec. 3734.05. (A) No person shall operate or maintain a solid waste disposal site or facility after January 1, 1969, without a license issued by the board of health of the health district in which such site or facility is located.

(B) During the month of December, but before the first of January of the next year, every person proposing to continue to operate an existing solid waste disposal site or facility shall procure a license to operate such site or facility for such year from the board of health of the health district in which the site or facility is located. A person who has received a license, upon sale or disposition of a solid waste disposal site or facility may, upon consent of the board of health and the director, have the license transferred to another person.

(C) Each person proposing to open a new solid waste disposal site or facility shall submit plans and specifications to the department of health for required approval under the regulations adopted by the public health council pursuant to section 3734.02 of the Revised Code at least sixty days before proposed operation of the site or facility and concurrently make application for a license with the board of health of the health district in which the proposed site or facility is to be located.

Sec. 3734.06. (A) The annual fee for the license required by section 3734.05 of the Revised Code shall not exceed five hundred dollars and shall be paid at the time application is made for a license. Such fee includes the cost of licensing and all inspections. The board of health may exempt the state and any political subdivision of the state from the payment of the annual license fee.

(B) The license fees shall be paid into a special fund which is hereby created in each health district and shall be used only by the board of health for the purpose of administering and enforcing sections 3734.01 to 3734.11, inclusive, of the Revised Code and the regulations adopted thereunder.

Sec. 3734.07. (A) Before a license is initially issued and annually thereafter, or more often if necessary, the board of health shall cause each solid waste disposal facility and site to be inspected and a record to be made of each such inspection, and require each solid waste disposal facility and site in the health district to satisfactorily comply with sections 3734.01 to 3734.11, inclusive, of the Revised Code.

(B) Within thirty days after the issuance of a license, the board of health shall certify to the director that the solid waste facility or site has been inspected and is in satisfactory compliance with sections 3734.01 to 3734.11, inclusive, of the Revised Code. Each board of health shall provide the director with such other information as he may require from time to time.

(C) The board of health or its authorized representative and the director or his authorized representative, upon proper identification and upon stating the purpose and necessity of an inspection, may enter any solid waste disposal site or facility at any reasonable time for the purpose of making inspections required by division (A) of this section.

Sec. 3734.08. (A) The director shall survey annually each health district licensing solid waste disposal sites and facilities as provided by section 3734.05 of the Revised Code to determine whether there is substantial compliance with sections 3734.01 to 3734.11, inclusive, of the Revised Code, and upon determining that there is substantial compliance, shall place such health district upon an approved list. The director shall make a resurvey when in his opinion such is necessary, and shall remove from the approved list any health district not substantially complying with sections 3734.01 to 3734.11, inclusive, of the Revised Code.

(B) If after a survey or resurvey is made as provided by this section, the director determines that a health district is not eligible to be placed on the approved list or to continue on such list, he shall certify such fact to the board of health of the health district and the director shall administer and enforce sections 3734.01 to 3734.11, inclusive, of the Revised Code, in such health district until such time as the health district is placed on the approved list. Whenever the director is so required to administer and enforce sections 3734.01 to 3734.11, inclusive, of the Revised Code, in any health district, he is hereby vested with all the authority and all the duties granted to or imposed upon a board of health by sections 3734.01 to 3734.11, inclusive, of the Revised Code, in such health district. All fees required to be paid to a board of health by section 3734.06 of the Revised Code and all previous fees paid to the board which have not been expended or encumbered shall be paid to the director and by him deposited in the state treasury to the credit of a special fund to be used by him for the purpose of administering and enforcing sections 3734.01 to 3734.11, inclusive, of the Revised Code.

Sec. 3734.09. The board of health of a health district in which a solid waste disposal facility or site is located may suspend, revoke, or deny a license for violation of sections 3734.01 to 3734.11, inclusive, of the Revised Code. Unless there is an immediate serious public health hazard, no suspension, revocation, or denial of a license shall be made effective until the operator of the solid waste disposal facility has been given notice in writing of the specific violations and a reasonable time to make corrections.

Before the board of health may suspend, revoke, or deny a license to a political subdivision, it shall afford the political subdivision a hearing at which time the political subdivision may present evidence concerning its financial ability to comply with the regulations adopted by the public health council pursuant to section 3734.02 of the Revised Code. Such evidence may include and the board of health shall consider the existing limitations on the taxing power and debt limitations of the political subdivision, the extent to which the political subdivision is levying taxes and has incurred debt, and the other governmental and proprietary needs of the political subdivision as such needs affect its remaining authority to levy taxes and incur debt to comply with the regulations adopted by the public health council. After considering the evidence the board of health may grant the political subdivision a conditional license to operate a solid waste disposal site or facility, without full compliance with the regulations adopted by the public health council and establish a reasonable time for full compliance by said political subdivision, which time may be extended by the board of health from time to time for good cause. Appeal from any suspension, revocation, or denial of a license shall be made in accordance with sections 119.01 to 119.13, inclusive, of the Revised Code, where such action is proposed by the director, and in accordance with Chapter 2506. of the Revised Code when such action is taken by a board of health.

Sec. 3734.10. The prosecuting attorney of the county or the city solicitor or attorney of the city, upon complaint of the respective board of health of the health district or the director, shall prosecute to termination or bring an action for injunction against any person violating sections 3734.01 to 3734.11, inclusive, of the Revised Code. The common pleas court in which an action for injunction is filed has the jurisdiction to grant injunctive relief upon a showing that the respondent named in the petition is operating a solid waste disposal site or facility in violation of sections 3734.01 to 3734.11, inclusive, of the Revised Code.

Sec. 3734.11. (A) No person shall violate sections 3734.01 to 3734.11, inclusive, of the Revised Code, or the regulations adopted thereunder.

(B) No person shall refuse entry to a board of health or its authorized representatives or the director or his authorized representatives, as authorized by section 3734.07 of the Revised Code, or otherwise willfully hinder or thwart the board or its authorized representatives or the director or his authorized representatives in the exercise of any authority, or performance of any duty under sections 3734.01 to 3734.11, inclusive, of the Revised Code.

Sec. 3734.99. Whoever violates section 3734.01, 3734.02, 3734.03, 3734.04, 3734.05, 3734.06, 3734.07, 3734.08, 3734.09, 3734.10 or 3734.11 of the Revised Code shall be fined not more than one hundred dollars for each day that such violation is continued.

CHARLES F. KURFESS,
Speaker of the House of Representatives.

JOHN W. BROWN,
President of the Senate.

Passed August 25, 1967.

Approved September 14, 1967.

JAMES A. RHODES,
Governor.

The sectional numbers herein are in conformity with the Revised Code.

OHIO LEGISLATIVE SERVICE COMMISSION
DAVID A. JOHNSTON, ***Director.***

Filed in the office of the Secretary of State at Columbus, Ohio, on the 14th day of September, A. D. 1967.

I hereby certify that the foregoing is a true copy of the enrolled bill.

Ted W. Brown

TED W. BROWN,
Secretary of State.

File No. 383.

Effective December 14, 1967.

APPENDIX B

FERGUSON ACT

CHAPTER 4117: STRIKES BY PUBLIC EMPLOYEES

Section
4117.01 Definitions.
4117.02 Strike by public employees prohibited.
4117.03 Reinstatement.
4117.04 Strike defined.
4117.05 Termination of employment.

§ 4117.01 Definitions. (GC § 17-7)

As used in sections 4117.01 to 4117.05, inclusive, of the Revised Code:

(A) "Strike" means the failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment, or of intimidating, coercing, or unlawfully influencing others from remaining in or from assuming such public employment. Such sections do not limit, impair, or affect the right of any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as such expression or communication is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

(B) "Public employee" means any person holding a position by appointment or employment in the government of this state, or any municipal corporation, county, township, or other political subdivision of this state, or in the public school service, or any public or special district, or in the service of any authority, commission, or board, or in any other branch of the public service.

HISTORY: GC § 17-7; 122 v 449, § 1. Eff 10-1-53.

Comment

This section also derived from GC § 17-8. See also RC § 4117.02.

Cross-References to Related Sections

See RC §§ 4117.03 to 4117.05 which refer to RC § 4117.01 et seq.

Research Aids

Union organization and activities of public employees. 31 ALR2d 1142.

Comparative Legislation

Mich.—Stats Ann, § 17.455(2) et seq
N.Y.—Consol Laws, Civ Ser § 108 et seq
Penn.—Purdon's Stat, tit 43, § 215.1 et seq

CASE NOTES

1. Officers of a local union representing employees of a municipal transit system are not public employees within the meaning of GC §§ 17-7 to 17-12 (RC § 4117.01 et seq), inclusive, sometimes referred to as the Ferguson act or the public employees anti-strike act: Cleveland v. Division 268, 85 App 153, 40 OO 114, 85 NE(2d) 811.

2. Unionization of public employees. Article by Murray Seasongood of the Cincinnati bar and Roscoe L. Barrow, dean of the University of Cincinnati Law School. 21 CinLRev 327.

§ 4117.02 Strike by public employees prohibited. (GC §§ 17-8, 17-9)

No public employee shall strike.

No person exercising any authority, supervision, or direction over any public employee shall have the power to authorize, approve, or consent to a strike by one or more public employees, and such person shall not authorize, approve, or consent to such strike.

HISTORY: GC §§ 17-8, 17-9; 122 v 449, §§ 2, 3. Eff 10-1-53.

CASE NOTES

1. General Code § 17-8 (RC § 4117.02), prohibiting a strike by public employees, makes no distinction between a governmental function and a proprietary function of a municipality: Cleveland v. Division 268, 41 OO 236 (CP).

§ 4117.03 Reinstatement. (GC § 17-11)

A person violating sections 4117.01 to 4117.05, inclusive, of the Revised Code, may be appointed or reappointed, employed, or re-employed, as a public employee, but only upon the following conditions:

(A) His compensation shall in no event exceed that received by him immediately prior to the time of such violation;

(B) His compensation shall not be increased until after the expiration of one year from such appointment or reappointment, employment or re-employment;

(C) Such person shall be on probation for a period of two years following such appointment or reappointment, employment or re-employment, during which period he shall serve without tenure and at the pleasure of the appointing officer or body.

HISTORY: GC § 17-11; 122 v 449 (450), § 5. Eff 10-1-53.

§ 4117.04 Strike defined. (GC § 17-12)

Any public employee who, without the approval of his superior, unlawfully fails to report for duty, absents himself from his position, or abstains in whole or in part from full, faithful, and proper performance of his position for the purpose of inducing, influencing, or coercing a change in the conditions, as compensation, rights, privileges, or obligations of employment or of intimidating, coercing, or unlawfully influencing others from remaining in or from assuming such public employment is on strike, provided that notice that he is on strike shall be sent to such employee by his superior by mail addressed to his residence as set forth in his employment record. Such employee, upon request, shall be entitled to establish that he did not violate sections 4117.01 to 4117.05, inclusive, of the Revised Code. Such request must be filed in writing, with the officer or body having power to remove such employee, within ten days after regular compensation of such employee has ceased. In the event of such request such officer or body shall within ten days commence a proceeding for the determination of whether such sections have been violated by such public employee, in accordance with the law and regulations appropriate to a proceeding to remove such public employee. Such proceedings shall be undertaken without unnecessary delay.

HISTORY: GC § 17-12; 122 v 449 (450), § 6. Eff 10-1-53.

§ 4117.05 Termination of employment. (GC § 17-10)

Any public employee who violates sections 4117.01 to 4117.05, inclusive, of the Revised Code, shall thereby be considered to have abandoned and terminated his appointment or employment and shall no longer hold such position, or be entitled to any of the rights or emoluments thereof, except if appointed or reappointed.

HISTORY: GC § 17-10; 122 v 449, § 4. Eff 10-1-53.

APPENDIX C

CONTRACT FOR RESIDENTIAL COLLECTION

CITY OF MIDDLETOWN, OHIO
DEPARTMENT OF PUBLIC UTILITIES

CONTRACT DOCUMENTS FOR COLLECTION OF GARBAGE AND REFUSE 1972

ADDENDUM NO. 1, DATED AUGUST 11, 1972

The following interpretations, changes, or additions to the contract documents shall be an integral part of the contract for this project and must be taken account of in rendering any proposal for this work.

This addendum No. 1 is being sent by certified mail to all parties who are on record as having received a set of contract documents for this project, and must be securely fastened to the documents used for submitting a proposal for this work.

In addition to the bid items listed in the Bidding Schedule on pages P-3 and P-4 of the proposal, it is required that bidders submit a proposal for the following work. (This is a mandatory requirement of the bid item):

BIDDING SCHEDULE

ITEM 1A - ADDITION TO, OR DEDUCTION FROM ITEM 1 FOR CHANGE IN DISPOSAL SITE LOCATION

If the location of the disposal site is changed from Middletown Landfill to the City of Franklin, Ohio Solid Waste Disposal Plant; add to the amount bid in Item No. 1 (or deduct from the bid amount) the following. The conditions of the change in location are set out in this addendum.

ADD TO ITEM NO. 1:

The lump sum amount of ________________________________ Dollars
(In Words)

and __________ Cents ($ ____________________) for a three (3) year (36 months), contract period.
(In Words) (In Figures)

Payment over the three-year period shall be at the following rates:

For the First Year (12 Months):

________________________ Dollars and __________ Cents ($ ______________)
(In Words) (In Words) (In Figures)

For the Second Year (12 Months):

________________________ Dollars and __________ Cents ($ ______________)
(In Words) (In Words) (In Figures)

For the Third Year (12 Months):

________________________ Dollars and __________ Cents ($ ______________)
(In Words) (In Words) (In Figures)

(Note: The sum of the individual year's rates must be the same as the amount stated in the first sentence of this section)

OR DEDUCT FROM ITEM NO. 1

The lump sum amount of ______________________________ Dollars
(In Words)

and __________ Cents ($ ______________) for a three (3) year (36 months), contract period.
(In Words) (In Figures)

Payment over the three-year period shall be at the following rates:

For the First Year (12 Months):

______________________ Dollars and __________ Cents ($ __________)
(In Words) (In Words) (In Figures)

For the Second Year (12 Months):

______________________ Dollars and __________ Cents ($ __________)
(In Words) (In Words) (In Figures)

For the Third Year (12 Months):

______________________ Dollars and __________ Cents ($ __________)
(In Words) (In Words) (In Figures)

(Note: The sum of the individual year's rates must be the same as the amount stated in the first sentence of this section)

NOTE: COMPLETE ONE OF THE TWO SECTIONS ABOVE EITHER ADD TO ITEM NO. 1 OR DEDUCT FROM ITEM NO. 1 NOT BOTH, AND CROSS OUT SECTION NOT USED.

Explanation of Item No. 1A

The Contractor is requested to include in his Bid Schedule an amount to be added to or deducted from the base bid of Item No. 1, as an alternate to permit the City to consider the costs involved if the disposal site is changed from the City of Middletown's Landfill to the City of Franklin's Solid Waste Disposal Plant. Section 28 of Specifications page S-13 states that material collected under the terms of the contract (residential wastes and limited commercial service) will not be charged for disposal at the City of Middletown's Landfill. Section 19 of Specifications page S-9 states that material shall be disposed of at a "Refuse Disposal Site to be provided by or in behalf of the City without charge to the Contractor." The alternative bid requested as Item 1A shall be the difference to be added or deducted from Item 1 if the material collected under the terms of the contract (residential and limited commercial service) is trucked to and disposed of at the City of Franklin's Solid Waste Disposal Plant. The option is at the discretion of selection by the City of Middletown as to the location of the disposal site. The contractor must determine the incremental amount for the difference in hauling distance to Franklin's plant and to include in his price bid, the charge made by the City of Franklin for disposal. A maximum amount of $7.00 per ton is guaranteed by the City of Franklin for the three year period of this contract. (Present charge is $6.50 per ton).

As an aid to the Contractor, the following tonnage was recorded from the residential collection routes during the week of June 19, 1972. The total of the eight trucks for the five day period was 342.84 tons. The Contractor is furnished this information without any guarantee that this quantity is representative of the production of solid waste. The Contractor is advised to make his own computation and estimate of the tonnage produced to submit a bid for Item 1A. The Contractor is further advised to determine the restrictions of acceptable material, hours and days of operation, and other considerations of the use of the Franklin plant from the officials of the plant. The City of Middletown mades no claim as to the required changes in the contractor's operation to permit the use of the plant in Franklin for disposal. The total bid amount shall include all costs incidental to and including the disposal fee per ton made by the City of Franklin.

Section 13 of the General Conditions (Page GC-7) is amended to add the following:

At the Contractor's option, payment will be made semimonthly of the work performed at the rate of one-twenty fourths (1/24) of the respective years bid price for Item No. 1, 1A, and 2. The Contractor shall submit one invoice as of the 15th day of the month for the first half of the month's work; payment to be made by the 25th of the month; and one invoice as of the last day of the month, payment to be made by the tenth of the following month.

CITY OF MIDDLETOWN, OHIO

DEPARTMENT OF PUBLIC UTILITIES

CONTRACT DOCUMENTS

FOR

COLLECTION OF GARBAGE AND REFUSE

1972

Notice to Bidders, Instructions to Bidders, Proposal
Contract, Bond, General Conditions, Detailed Specifications,
and Exhibits

Prepared by

R. V. Moschell, P.E.
Director of Public Utilities

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ADVERTISEMENT FOR BIDS

LEGAL NOTICE NO. 2464
CITY OF MIDDLETOWN, OHIO

NOTICE TO BIDDERS

Sealed proposals will be received by the City of Middletown, Ohio at the office of the Purchasing Agent in the City Building, 1425 Central Avenue, Middletown, Ohio until 12 noon, Eastern Daylight Time, Tuesday, August 22, 1972, and then publicly opened and read aloud for the Collection of Garbage and Refuse for the City of Middletown, Ohio.

Copies of the contract documents and specifications may be examined and obtained at no charge or deposit from the office of the Purchasing Agent by persons interested in bidding on this work. No more than two (2) copies will be furnished to any person.

The documents referred to constitute the only official source of legal and technical information for this project, except for addenda formally issued prior to the date and time set for opening of the bids.

Envelopes containing the bid must be sealed and must clearly show the name and address of the bidder, the date and time of bid opening, and the statement "Bid for Collection of Garbage and Refuse". No bid may be withdrawn after it has been deposited with the Purchasing Agent of the City.

Each proposal shall be accompanied by a certified or cashier's check, or bid bond, in the sum of $125,000 as surety for the contract. The Bond shall be made payable to the Treasurer of the City of Middletown, Ohio, and shall be executed by a company licensed to do business in Ohio. Surety checks and bonds will be held as a guarantee that in the event the bid is accepted and a contract awarded to the bidder, the contract will be duly executed, and its performance properly secured by the required performance bonds. The successful bidder will be required to execute the contract and provide a $250,000 performance bond within ten (10) days after award of the contract to him. In case the bidder neglects to so execute the contract, the bond accompanying his proposal shall be forfeited to the City of Middletown, not as a penalty, but as liquidated damages.

Notice to Bidders (Continued)

The City reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid or items of the bid which is deemed most favorable to the City, at the time and under the conditions stipulated.

Bidders on this work will be required to comply with certain sections of the Revised Code of Ohio, which are explained in the specifications.

City of Middletown, Ohio

by C. Dudley Inwood
Chairman of the City Commission

Advertised
Date July 22, 1972

Date July 29, 1972

INSTRUCTIONS TO BIDDERS

1. Description of Work: Proposals are invited by the City of Middletown, Ohio, for the Collection of Garbage and Refuse from all residences, dwelling units, institutions, and commercial establishments within the corporate limits of the City of Middletown. All bids shall be in strict accordance with all provisions and specifications of the contract documents.

2. Preparation of Proposals: Each proposal shall be firmly sealed in an envelope labeled "Bid for the Collection of Garbage and Refuse" and delivered to the office designated in the Advertisements for Bids prior to the date and time for the opening of the bids. The envelope shall show the name and address of the bidder, and the date and time of bid opening.

All bids are to be made only on the Proposal Forms furnished by the City and included in this document. Bid prices in the Bidding Schedule are to be written both by words and by figures, and in case of any conflict, the former will apply.

Only proposals which are made out upon the regular Proposal Form included in this document will be considered. The Proposal Form must not be separated from this document.

3. Bid Security: No proposal will be considered unless accompanied by a certified check, cashier's check, or bid bond in the amount of $125,000, payable to the City as guarantee that if the bid is accepted, the bidder will execute and return the proposed Contract within ten (10) days from the date of the award of the contract. On failure of the successful bidder to execute the Contract and required bonds, he shall forfeit the deposit as agreed liquidated damages, and the acceptance of the proposal will be contingent upon the bidder agreeing to this provision.

The bid security of all bidders for this Contract will be held until the Contract is executed, and then the bid security will be returned to the bidders.

4. Examination of Site and Contract Documents:

(a) Bidders shall inform themselves of all the conditions under which the work is to be performed and all other relevant matters concerning the work to be performed. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to bidding.

(b) The bidder is expected and instructed to base his bid on complying fully with the Contract Documents.

(c) Bidders must satisfy themselves by personal examination of the proposed work and by such other means as they may prefer as to the correctness of any work listed in the proposal and shall not, after submission of their proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

(d) Before submitting a proposal, each Contractor should read the complete Contract Document, including Advertisement, Instructions to Bidders, General Conditions, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful bidder but also to any of his sub-contractors.

5. Interpretation of Contract Documents: If any person contemplating submitting a bid on this work is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Purchasing Agent of the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the Contract Documents. All addenda issued shall become a part of the Contract Documents.

6. Bidding Requirements:

(a) The price or prices shown on the Bidding Schedule shall include all costs required to comply with the provisions of the Contract Documents and shall be the actual price, or prices, to be paid by the City including all discounts, allowances, etc., so that the bid can be evaluated on a firm, fair, and equitable basis. Each bidder must bid on each required item listed on the Bidding Schedule.

(b) Each bidder shall submit only one bid.

7. Conditions in Contractor's Proposal: A bidder shall not stipulate in his proposal any conditions not contained in the Form of Proposal included in the Contract Documents. Such stipulations may be cause for rejection of the Proposal.

8. Withdrawal of Proposals: No bidder may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. No bid shall be withdrawn after the opening of proposals without the consent of the City for a period of sixty (60) days after the scheduled date and time of opening bids.

9. Signing of Proposals:

(a) Proposals which are not signed by individuals making them shall have attached hereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

(b) Proposals which are signed for a co-partnership shall be signed by all of the co-partners, or by an attorney-in-fact. If signed by attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal.

(c) Proposals which are signed for a corporation shall have the correct corporate name thereof signed in hand writing, or in typewriting, and the signature of the president or other authorized officer of the corporation should be manually written below the written or typewritten corporate name following the word "By____________________".

In addition, there shall be furnished a copy of the Resolution of the Directors of the Corporation, sealed with the corporate seal authorizing the officer signing to enter the proposal upon behalf of the corporation.

(d) If proposals are signed for any other legal entity, the authority of the person signing for such legal entity shall be attached to the proposal.

10. Rejection or Acceptance of Bids: The City reserves the right to accept or reject any or all bids. In awarding a contract, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, erasures, or irregularities of any kind, will be considered irregular and may be cause for rejection of bid. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid.

11. Execution of Contracts and Bonds: Each contract must be executed in five (5) counterparts and there shall be executed original counterparts of the Contract Bond in equal number to the executed counterparts of the Contract. Three (3) copies of such executed documents will be retained by the City, the other two (2) will be delivered to the Contractor. The successful Contractor must provide compensation insurance, public liability and property damage insurance, and other insurance, all as outlined in the General Conditions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expenses, are to be paid by the Contractor to whom the contract is awarded.

12. Qualification of Bidders: Each bidder must furnish satisfactory evidence that it has operated or is presently operating a refuse collection system of a type and extent comparable to that outlined in these specifications, and that it has successfully conducted such an operation for a period of not less than two (2) years within the last five (5) years and the bidder must be able to demonstrate sufficient refuse collection experience to satisfy the City that the provisions of the Contract Documents can be fully and satisfactorily complied with. Further, any bidder shall be required to

demonstrate to the satisfaction of the City that is has adequate equipment, financial resources, facilities, experienced personnel and expertise to perform the services called for by this Contract and shall furnish such information and/or proof covering its qualifications, when requested by the City.

Refuse collection operations which have or are now being operated by the bidder shall be subject to inspection to determine the bidder's ability to perform satisfactorily under the contract. No contract shall be awarded to a bidder who, as determined by the City, is not qualified to adequately perform due to an unsatisfactory record, inadequate experience or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the terms and conditions of the contract. Bids will be considered from only those bidders, that in the opinion of the City, have a sufficient background of experience in the refuse collection field and meet the other requirements called for in the Contract Documents.

13. Duration of Contract: The duration of the proposed contract shall be from the date of the Order to Proceed to the date of the completion of the work as specified in this proposal for a total of 36 calendar months.

14. Bidder's Affidavits:

(a) Each bidder is required to submit, with his bid, an affidavit stating that he (they) is (are) the only person(s) interested in this contract and that the bid is without collusion. This affidavit is on a form provided by the City and is attached hereto.

(b) Each bidder who is a foreign corporation; that is, a corporation not chartered in Ohio but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by the President, Vice President, or General Manager of the Corporation stating in said affidavit that said foreign corporation has, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (These certificates or certified copies of them are obtainable from the office of the Secretary of State, Columbus, Ohio.)

15. The City reserves the right to award the contract for Item 1 - Regular Garbage and Refuse Collection Service only.

16. Check List:

The following check list regarding the submission of bids is presented to assist the Bidder in the proper execution of proposal forms, thereby reducing the possibility of presenting invalid bids:

a. Submit proposal bound in the specifications. Do not remove any sheets, but submit the entire bound documents in a sealed envelope.

b. The envelope shall be marked on the outside "Bid for Collection of Garbage and Refuse," date and time of bid opening, and name and address of bidder.

c. Indicate what form the security is whether a bid bond, certified check, or cashier's check in blank on first page of Proposal.

d. In the Bidding Schedule for Item 1, write in the first two blanks the total amount bid in dollars and cents for the total three-year service in words. Insert in the third blank this amount in figures. This total amount should be broken down by years (first, second, and third). These amounts should be written in words first and then in figures. Note: The sum of the three years amount must total the amount first bid for the entire three-year period.

e. In the Bidding Schedule for Item 2, the blanks should be filled in with the amount bid for this service as Item No. 1. However, it is not mandatory that a bid be made for this item. If bid, this item may not be awarded by the City. It will not be awarded unless Item No. 1 is awarded to the same bidder. If item is not bid, write in the blanks "No Bid".

f. Fill out "Special Notice" completely and have affidavit prepared by a Notary Public.

g. The bid shall be signed in full as required.

h. Certain data shall be submitted as part of the proposal.

i. A bid bond, cashier's check, or certified check in the amount of $125,000 shall be included as part of the proposal.

Your attention to the list above is requested to eliminate irregularities in the bids.

PROPOSAL

TO THE CITY OF MIDDLETOWN, OHIO

A. The undersigned, having carefully examined the specifications and all other provisions of the Contract Documents for the Collection of Garbage and Refuse, does hereby propose to furnish garbage and refuse collection service for the City of Middletown, Ohio and to furnish all labor, equipment, facilities, superintendence, mechanics, tools, material, and all utilities, transportation, and all other services necessary to perform and complete all said work and work incidental thereto in a satisfactory and acceptable manner, in accordance with all the specifications and provisions of the Contract Documents, including Addenda and Exhibits, for the prices set forth in the Bidding Schedule.

The undersigned certifies that they have carefully examined and inspected field conditions and are familiar with all local conditions affecting the cost of collection of refuse for the City of Middletown, Ohio and that they understand the conditions under which the work is to be performed, and that they waive all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

B. In submitting this bid, it is understood that the right is reserved by the City of Middletown, Ohio to reject any or all bids. The right is further reserved by the City to award the contract for Item 1 - Regular Garbage and Refuse Collection Service only. However, the City will not award the bid for Items 2 unless Item 1 is awarded to the same bidder. The undersigned proposes and agrees to execute and deliver the Contract in the prescribed form within ten (10) days after the award of the contract by the City and to secure the contract with the required performance bonds and insurance.

C. Bid bond in the sum of one-hundred twenty-five thousand dollars ($125,000) in the form of ____________________ is submitted herewith, in accordance with the Instructions to Bidders.

Proposal (Continued)

D. Attached hereto is a Non-Collusion Affidavit (Special Notice) in the prescribed form as proof that the undersigned has not colluded with any person in respect to this Bid or any other bid for the contract for which this Bid is submitted.

E. If awarded a contract under this proposal, the undersigned proposes to start work within thirty (30) calendar days after the date of execution of the contract by both parties. The undersigned further agrees to start work on a date to be specified by the City in a written order to proceed, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the City. The undersigned understands and agrees that the City reserves the right to defer the start of work for a period not to exceed sixty (60) days after the date of execution of the contract by both parties.

F. The undersigned understands and agrees that the work mentioned in these Contract Documents is subject to increase and hereby proposes to perform all such work, in accordance with the provisions covering Annexation of Territory.

G. The undersigned agrees to purchase from the City, all refuse collection equipment presently owned by the City as listed in the schedule of equipment and under the conditions detailed in the specifications.

BIDDING SCHEDULE

ITEM 1 - REGULAR GARBAGE AND REFUSE COLLECTION SERVICE

For the lump sum amount of ______________________________ Dollars
(In Words)

and __________ Cents ($ ______________________) for a three (3) year (36 months), contract
(In Words) (In Figures)
to furnish Regular Garbage and Refuse Collection Service for the City of Middletown, Ohio in accordance with and as specified in the Contract Documents. Payment over the three-year period shall be at the following rates:

For the First Year (12 Months):

______________________ Dollars and __________ Cents ($ ______________)
(In Words) (In Words) (In Figures)

For the Second Year (12 Months):

______________________ Dollars and __________ Cents ($ ______________)
(In Words) (In Words) (In Figures)

For the Third Year (12 Months):

______________________ Dollars and __________ Cents ($ ______________)
(In Words) (In Words) (In Figures)

(Note: The sum of the individual year's rates must be the same as the amount stated in the first sentence of this section)

BIDDING SCHEDULE

ITEM 2 - SMALL DEAD ANIMAL COLLECTION SERVICE - OPTIONAL

Note: The bidder is not obligated to submit a proposal for the this item but may if he elects to do so.

For the lump sum amount of ____ Dollars
(In Words)

and ________ Cents ($ ______________________) for a three (3) year (36 months), contract
(In Words) (In Figures)

to furnish collection and removal of all small dead animals from within the City of Middletown, Ohio in accordance with and as specified in the Contract Documents. Payment over the three-year period shall be at the following rate:

For the First Year (12 Months):

______________________________ Dollars and ____________ Cents ($ ________________)
(In Words) (In Words) (In Figures)

For the Second Year (12 Months):

______________________________ Dollars and ____________ Cents ($ ________________)
(In Words) (In Words) (In Figures)

For the Third Year (12 Months):

______________________________ Dollars and ____________ Cents ($ ________________)
(In Words) (In Words) (In Figures)

(Note: The sum of the individual year's rates must the same as the amount stated in the first sentence of this section.)

The following is a listing of work of similar character which the undersigned has performed during the last five (5) years.

NAME OF CITY	CONTRACT DATE	CONTRACT PRICE

The following is a listing of work of similar character which the undersigned is now performing:

NAME OF CITY	CONTRACT DATE	CONTRACT PRICE

Respectfully submitted,

(Seal) Signed this ____day of ________________, 19___

____
(Name of Bidder)

By______________________________

Title___________________________

Official Address_________________

____

____
(Telephone No.)

The names of all other persons interested in this proposal are as follows:

____

____

____

(Note: Bidders should not add any conditions or qualifying statements to this Bid as otherwise the bid may be declared irregular as being not responsive to the Contract Documents.)

SPECIAL NOTICE

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

State of Ohio, County of Butler, SS:

____
(Name of Bidder or Bidders)

____

being duly sworn do depose and say that ____________________

____
(Affiant or Affiants)

resides at ________________________________
(Give names of all persons, firms, or corporations

____
interested in the bid.)

is or are the only person___interested with______in the profits of the herein contained Contract; that the said Contract is made without any connection or interest in the profits thereon with any other person making any other bid or proposal for said work; that the said Contract is, on ____________part in all respects fair, and without collusion or fraud; and also that no member of the City Commission, head of any department or bureau or employee therein or any other officer of the City of Middletown, is directly interested.

Subscribed and sworn to this _________day of___________, 19___.

____
Notary Public

My Commission Expires:

____

(
(____________________
(
(____________________
(
(____________________
(
(____________________
(
(____________________

BID BOND

We the undersigned are held and firmly bound unto the City of Middletown, Ohio, in the sum of One Hundred Twenty-Five Thousand Dollars ($125,000), for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

Signed and sealed at Middletown, Ohio, this _______Day of_____ A.D., 19___.

The Conditions of this obligation is such that if the proposal attached hereto is accepted and the contract awarded to the bidder, ____

____

named therein, and the said bidder shall, within ten (10) days after such award is made, enter into a contract in the form hereto attached, and give bond in the form provided, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

____

____

____

____

N.B.--The above bond must be signed by the principal and sureties before the bid is offered.

CONTRACT
(Executed in Five Copies)

THIS CONTRACT, made the __________ day of ____________, 19___, by

and between ____

hereinafter called the "Contractor", and the CITY OF MIDDLETOWN, OHIO, hereinafter called the "City".

WITNESSETH, That the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, equipment, facilities, superintendence, mechanics, tools, materials, and all utility and transportation services and all other services necessary to perform and complete all work included in this Contract, all in strict accordance with the Contract Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II - THE CONTRACT PRICE

The City shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price shown in the Proposal and computed as described in the specifications. For the items to be sold to the Contractor by the City, the Contractor shall pay to the City the amounts so bid as stated in the Proposal.

ARTICLE III - COMPONENT PARTS OF THE CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

(1) Addendum Nos. ___, ___, ___, and ___.
(2) Specifications.
(3) General Conditions of the Contract.
(4) Instructions to Bidders.
(5) Advertisement for Bids.
(6) Contractor's Proposal.
(7) This Instrument.
(8) Exhibits.

Contract (Continued)

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

Starting and Completion

The Contractor agrees to commence work under this Contract on a date to be specified in a written order from the City, and to fully complete all work included in this Contract to the point of final acceptance by the City. The City agrees not to issue aforesaid written order prior to the time proposed for starting work as stated in the proposal except by mutual agreement between the Contractor and the City. The City further agrees to issue such written order not later than sixty (60) days after the date of execution of this contract by both parties, provided that the Contractor has furnished to the City satisfactory evidence of bond and insurance coverage, and that all other conditions of the Contract prerequisite to starting work have been complied with by the Contractor.

IN WITNESS THEREOF: The Chairman of the City Commission on behalf of the City of Middletown, Ohio, and the Contractor, have executed this contract in Quintuplet, as of the date first here-in-before written, one part of which is to remain with the Clerk of the City Commission, and one other to be filed with the Director of Finance, the third and fourth to be delivered to the Contractor and the fifth to be filed with the City Director of Public Utilities.

Signed in the Presence of: THE CITY OF MIDDLETOWN, OHIO

________________ By ________________
Chairman of the City Commission

________________ Attest ________________
Clerk

________________ ________________
Contractor
________________ By ________________
Name

____
Title

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

____as principal and

____

____

as surety, are hereby held and firmly bound unto the City of Middletown, Ohio, in the penal sum of Two Hundred Fifty Thousand Dollars, ($250,000.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

THE CONDITIONS OF THESE OBLIGATIONS ARE SUCH, THAT WHEREAS, THE above named principal did, on the _______day of________A.D., 19__, enter into the contract hereto attached with said City of Middletown, Ohio, which said contract is made a part of this bond the same as if fully set forth herein.

Now, if the said party of the first part in the aforesaid contract, shall well and truly execute all and singular the stipulations by it to be executed, and shall fully perform the work therein specified and do and perform all and singular the terms, conditions, requirements of the plans, specifications and contract, and shall indemnify and save harmless the City of Middletown, Ohio, from all suits and actions of every name and description brought against the said City, its Directors or any Officer of said City, for, or on account of any injury or damage to persons or property arising from or growing out of the work in said contract specified to be done, or the doing of any of the work therein described, and shall indemnify and save harmless the City of Middletown, Ohio from any and all suits and expense over and above the expense included in the contract price, for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances, or any of the parts thereof hereafter and if said party of the second part shall defend, at its proper cost and expense, any and all suits, actions of every kind whatsoever that may be brought against the City of Middletown, Ohio, by reason of the use of said appliance or any of the parts thereof, and further shall indemnify and save harmless the said City of Middletown, Ohio, from all liens, charges, claims, demands, loss, costs, and damages of every kind and nature whatsoever and shall pay all lawful claims of sub-contractors, material, men, and laborers for labor per-

Contract Bond (Continued)

formed and for materials furnished in the carrying forward, performing or completing of said contract, then this obligation shall be void, otherwise, shall be and remain in full force and virtue in law; we hereby agreeing and consenting that this undertaking shall be for the benefit of any laborer or material man having a just claim as aforesaid and for the said City of Middletown, Ohio, and further said surety, for value received, hereby stipulates and agrees that the parties to the foregoing contract may, from time to time, and as often as they see fit, make any additions, omissions from or modifications of the work, plans, or specifications and the said surety herein stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore, shall in any wise affect the obligations of said surety on its bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation as herein stated.

WITNESS our signature this ___ day of ___________ A.D., 19__.

PRINCIPAL

CERTIFICATE OF FISCAL OFFICER

As Fiscal Officer for the City of Middletown, Ohio, I hereby certify that funds in the amount of $______________, for the first fiscal years service have been lawfully appropriated for the purpose of meeting the obligations of the foregoing contract, and are in the treasury or in the process of collection to the credit of the ________________________ Fund, free from any previous encumbrances.

Signed this_____day of________________, 19__.

____
Fiscal Officer of the City of Middletown, Ohio

CERTIFICATE OF LEGAL OFFICER

I hereby approve of the form and legality of the within Contract and Bond, this ___ day of ___________, 19__.

____
Director of Law of the City of Middletown, Ohio

Note: Similar certificates will be furnished to the Contractor for each fiscal year of the contract.

GENERAL CONDITIONS

1. Definitions: The following terms used in these contract documents are respectively defined as follows:

a. "City": City of Middletown, Ohio - The contracting party initiating the project as set forth in the contract, acting through its authorized representative in accordance with specific duties delegated to such representative. The City Manager shall be the authorized representative of the City except in those instances where another officer of the City is specifically mentioned and designated.

b. "Contractor": The person, persons, firm or corporation to whom the within contract is awarded by the City, and who is subject to the terms of said contract. Also, the agents, employees, workmen, or assignees of the contractor.

c. "Sub-Contractor": A person, firm, or corporation, other than the Contractor, supplying labor, materials, equipment, facilities, and other items covered by this contract.

d. "Work": All materials, labor, supervision, use of tools and equipment and other items necessary to complete the collection of refuse in full compliance with the terms of the contract.

e. "Surety": The person, firm, or corporation that has executed as Surety the Contractor's Performance and Payment Bond, securing the performance of the within contract.

f. "Building Rubbish": Building rubbish shall mean rubbish from construction, remodeling, demolition, maintenance, and repair operations on residential, commercial, industrial, and other structures, including, but not limited to excavated earth, sod, trees, stumps, shrubs, brush, stones, brick, plaster, lumber, rubble, concrete, roofing, and such other debris that results from such work.

g. "Garbage": Garbage is the organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation, or cooking of food for human consumption, from houses, kitchens, hotels, restaurants, markets, and commission houses.

h. "Rubbish": Rubbish is household, commercial, and institutional combustible and non-combustible solid waste material including, but not limited to, paper, textiles, glass, metal, ashes, grass, hedge, and tree trimmings.

i. "Garbage and Refuse Collection Service" means the collection of garbage and rubbish from all residential, institutional, and commercial premises at a frequency of once a week and removing this material to a disposal site designated by the City.

2. Contract Security - Performance and Payment Bond: To secure the full and faithful performance of each and all terms and conditions of this contract, the Contractor shall furnish a bond in a sum of $250,000. The performance and payment bond shall be in the form prepared by the City and supplied with the contract documents, and shall in whole or in part indemnify the City against any loss resulting from any failure of performance by the Contractor. The performance bond shall contain a separate binding provision that the Surety will guarantee the payment of all persons performing labor and furnishing materials, equipment, services and other items in connection with this contract.

Agents of bonding companies which write bond for the performance of the contract shall furnish power of attorney, bearing the seal of the company, evidencing such agents' authority to execute the particular type of bond to be furnished. A copy of this proof shall be attached to each signed copy of the contract.

In the event of failure of the surety or co-surety or if, at any time such is declared unsatisfactory by the City, the Contractor shall immediately furnish a new bond, and as required herein.

3. Social Security Act: The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or Federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by

and duly authorized state or Federal officials; and said Contractor also agrees to indemnify and save harmless the City of Middletown, Ohio, from any such contributions or taxes or liability therefor.

4. Assignment: Neither this contract nor any part thereof, nor any funds to be received thereunder by the Contractor, shall be assigned except by permission of the City, and under conditions as may be imposed by the City. The Contractor shall not sublet any part of this work except by permission of the City and under conditions as may be imposed by the City.

5. Permits: The Contractor shall take out all necessary permits from municipal or other public authorities, and shall give all notices required by law or municipal ordinance. The charge for any permit issued by the City of Middletown will be assumed by the City, but any other fees shall be borne by the Contractor.

6. Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph. The policies shall also protect the City, its officers, agents, and employees as additional insured, and shall be in a form approved by the Director of Law. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be filed with the Director of Finance. The Contractor may also be required to submit the original insurance policies for inspection and approval of the City before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the City and the policies shall so provide. The Contractor shall provide the following insurance:

a. Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees in accordance with the laws of the State of Ohio. In case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide such insurance for any such employees, and shall provide or cause each Sub-Contractor to provide, Employer's Liability Insurance for the protection of his employees not protected by the Workmen's Compensation Statute.

b. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract Comprehensive Public Liability and Property Damage Insurance to protect him, the City and any Sub-Contractor during the performance of any work covered by this contract from claims or damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any Sub-Contractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City. Each insurance policy shall name the City as Insured along with the Contractor. The amount of coverage shall not be less than $250,000 for injuries, including accidental death to any one person and not less than $500,000 for each occurrence and Property Damage Liability in an amount not less than $100,000 for each occurrence.

c. Automobile Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract Automobile Liability and Property Damage Insurance, under a comprehensive form, to protect him, the City, and any Sub-Contractor during the performance of any work covered by this contract from claims or damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any Sub-Contractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City. Each insurance policy shall name the City as Insured along with the Contractor. The amount of coverage shall not be less than $250,000 for injuries, including accidental death to any one person and not less than $500,000 for each occurrence and Property Damage Liability in an amount not less than $100,000 for each occurrence for all motor vehicles engaged in any and all operations performed, directly or indirectly, under the terms of this contract.

d. Owner's Protective Liability Insurance: The Contractor shall take out and maintain during the life of this contract an Owner's Protective Liability Insurance Policy in the name of the City, with limits not less than $250,000 for injuries, including accidental death to any one person and not less than $50,000 for each occurrence and Property Damage Liability in an amount not less than $100,000 for each occurrence. The policy shall protect the City from any claims or damages which may arise out of or result from the performance of any work or from any operations, either directly or indirectly, under this contract.

e. Fire Insurance: The Contractor shall take out and maintain a fire and extended coverage insurance policy protecting the Contractor and the City for all real and personal property used in the performance of this contract in an amount that is at least equal to the market value of all such property.

f. Sub-Contractor's Insurance: The Contractor shall require Sub-Contractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor by the contract documents.

7. Definition of Notice: Where in any Section of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the City Manager of the City, or shall have been placed in the United States mails, addressed to the place where the bids for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the local managing agent of the Contractor at their local office, or when such written notice shall have been placed in the United States mails, addressed to the Contractor at their local office; (as to the Surety) on the Performance and Payment Bond when a written notice is placed in the United States mails, addressed to the Surety at the home office of such Surety.

8. Intent of Contract Documents: The intention of the contract documents is to include in the contract price the cost of all labor and materials, fuel, tools, facilities, plants, equipment, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the contract.

9. Compliance with Laws - Permits: The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the conduct and completion of the work and/or required by Municipal, State and Federal Regulations and Laws unless specifically provided otherwise in the Contract Documents.

The Contractor shall give all notices, pay all fees, and comply with all Federal, State and Municipal Laws, ordinances, rules, and regulations bearing on the conduct and completion of the work. This contract, as to all matters not particularly referred to and defined therein, shall notwithstanding be subject to the provisions of all pertinent state statutes and ordinances of the municipality, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

10. Assignment of Contract: No assignment by the Contractor of the contract, or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

> "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials and equipment supplied for the performance of the work called for in said contract in favor of any persons, firms or corporations rendering such services or supplying such materials."

11. Superintendence: The Contractor shall give his personal superintendence to the work or have assigned at all times a competent supervisor or other representative satisfactory to the City and having authority to act for the Contractor.

12. Employees: All of the Contractor's employees shall be competent and able to perform the duties assigned to them for all work covered by this contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall immediately remove any employee who refuses or neglects to obey or carry out any of its or the City's instructions and such person shall not again be employed on the work covered by this contract. The Contractor shall

prohibit and shall use its best effort to prevent the drinking of alcoholic beverages by its employees while on duty or in the course of performing their duties under this contract.

13. Payments: Payments to the Contractor will be made monthly of the work performed at the rate of one-twelfth (1/12) of the respective year's bid price for Item No. 1 and 2. The Contractor shall submit one invoice per month to the City as of the last day of each month for the month's work. The City shall pay the Contractor on or before the tenth of the month following receipt of such invoice.

In the event work is begun during the month, the first payment shall be based upon the percentage of the month in which work is performed applied to the monthly billing as computed above (based upon calendar days).

14. Termination for Breach: In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Sub-Contractors, and the procedure to follow for correction is not covered specifically in other parts of this Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction are made, the City may, at its option, cease and terminate the Contract on a date solely determined by the City. In the event of any such termination the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not continue performance thereof, the City may take over the work and conduct the same to completion by contract or force account for the account and at the expense of the Contractor and his Surety shall be liable to the City for any excess cost thereby occasioned the City.

15. Labor Standards: Particular attention is called to certain sections of Revised Code of Ohio, which follows:

Section 153.59 - Discrimination and intimidation on account of race, creed, or color.

That every contract for or on behalf of the State of Ohio or any townships, villages, counties, or municipal corporations thereof, for the construction, alteration or repair of any public building or public work in the State of Ohio, shall contain provisions by which the Contractor agrees:

a. That in the hiring of employees for the performance of the work under this contract or any sub-contract hereunder, no Contractor or Sub-Contractor, nor any person acting on behalf of such Contractor, or Sub-Contractor, shall by reason of race, creed, or color discriminate against any citizen of the State of Ohio, in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates.

b. That no Contractor, Sub-Contractor, nor any persons on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

Be it further provided as a penalty for any breach of said provisions against discrimination:

a. That there shall be deducted from the amount payable to the Contractor by the State of Ohio or by any village, township, county, or municipal corporation thereof, under this contract, a penalty of twenty-five dollars ($25.00) for each person who is discriminated against or intimidated in violation of the provisions of this contract.

b. And that the contract shall be canceled or terminated by the State of Ohio or by any village, township, county, or municipal corporation thereof, and all money due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Section of the contract.

16. Change in Ownership: The City is entering into this contract in reliance upon the particular abilities of the Contractor under its present ownership and direction. In the event that there is any change in majority control or that ten (10) percent or more of the voting stock of the Contractor's corporation is sold, transferred, assigned, pledged, or otherwise passes into the control of any party or parties other than the present stockholders, the City shall have the right to terminate this agreement at any time thereafter, upon not less than sixty (60) days written notice to the Contractor.

17. Hold Harmless Clause: The Contractor shall indemnify and save harmless the City, its officers, employees, and agents from all claims, suits or actions of every kind and character made upon or brought against the said City, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said Contractor or its servants, agents, and Sub-Contractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said Contractor of his or its servants, agents, and sub-contractors; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damage to the property are due or claimed to be due to any negligence of the Contractor, his employees, his agents or servants; and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

SPECIFICATIONS

1. Scope of Contract: The Contractor shall collect and remove garbage and refuse from residences, dwelling units, institutions, and commercial establishments within the corporate limits of the City, in full accordance with these specifications and contract documents. The Advertisement to Bidders, Instructions to Bidders, Proposal, General Conditions, and these Specifications, the Performance Bond, Exhibits, and all ordinances of the City relating to said work are a part of this contract by reference.

2. Ordinances: The sections, provisions, and regulations of City Ordinances, and any revisions or amendments thereto in force as of this date governing garbage and refuse storage, collection and disposal shall be and are hereby made a part of this contract by reference. Special attention is called to the provisions regulating the storage of garbage and refuse and the setting out of containers for collection by householders as they affect the Contractor in the performance of the work.

It is anticipated that the ordinance regulating private collection of rubbish will be amended to permit collection of both garbage and rubbish from institutional, multi-family dwelling units and commercial establishments by private collectors. The Contractor will be required to service commercial and institutional establishments as part of this contract on a once a week pickup and of an amount of 40 gallons service. Commercial establishments wishing additional service may contract either with the City Contractor for service or with other licensed collectors. Rates will be as negotiated between the Collector and the commercial establishment.

3. City's Authorized Representatives: Where reference is made to the Director of Public Utilities or the City Manager as the City's authorized representative, it shall also include his authorized representatives and agents.

4. Frequency and Extent of Regular Garbage and Refuse Collection Service: The Contractor shall collect and remove all garbage and refuse from all residences, dwelling units, institutional and commercial establishments of the City one (1) time each week as specified by contract documents and ordinances of the City.

The Contractor will not be required, under this contract, to collect or remove any building rubbish, construction, or demolition wastes.

Specifications (Continued)

Each occupant of residential premises is entitled to unlimited amount of service for removal of garbage or rubbish, at a frequency of once a week; provided that all material in excess of two containers of a maximum of thirty gallons each shall be placed by the occupant at the curb line where street collections are made, or at the alley line where alley collections are made.

Each occupant of commercial or institutional premises is entitled to a limited amount of service under the provisions of this contract as follows: Once a week collection of a maximum of two cans or containers with a maximum of twenty gallons each.

No collection service is to be made under this contract for industries or manufacturing concerns.

The containers will be accessible to the collector outside of all buildings and structures. The Contractor shall not permit his personnel to enter any building for the purpose of removing containers of garbage and refuse.

Where premises are served from the street, containers will be located not further from the street than the rear line of garage, dwelling, or building, whichever is the greater. Where alley collection is made, containers will be located near to the alley, but not within the traffic limits of the alley.

In case of controversy as to the proper location of the containers, service shall be provided and the matter referred to the City for a decision. In general, the wishes of the resident will govern unless the request is at great variance with these requirements.

Private driveways, except multi-family units, shall not be used by collection vehicles.

All collections shall be made as quietly as possible and all vehicles shall have properly maintained mufflers.

Contractor's employees shall wear clean clothing of a uniform type and color. Each employee shall be furnished with a numbered badge which shall be worn on the outer layer of his clothes. The contractor shall require his employees to be courteous at all times, and not to use loud or profane language.

The Contractor's employees shall follow the regular walks for pedestrians while on private property and shall not trespass or loiter on private property, nor cross property to adjoining premises. Service shall not be interrupted nor discontinued when streets or alleys are closed to travel by vehicles because of road or utility construction.

Where any dispute arises between a resident and a collector as to the manner of placing refuse, nature of contents, container size, or type; or similar problems, the refuse shall be immediately removed even though there exists some valid reason for not removing it (unless a dangerous situation would develop by such act). The Contractor shall promptly report the incident to the Director of Public Utilities who shall investigate the matter to resolve the problem. It is the intent of this section to avoid disputes or disagreements between residents and collector's employees.

5. Special Collection Service: The Contractor may furnish a special collection service in the City to collect and remove all large, bulky items that are not collected in the regular refuse collection service. These shall consist of items such as refrigerators, stoves, washing machines, dryers, freezers, hot water heaters, beds, springs and mattresses, sofas, overstuffed furniture, swing sets, large carpets, other discarded household furniture, furnishings, fixtures, and appliances. All residents of the City desiring to use this service must notify the Contractor by letter or telephone.

The cost of such service shall not be included by the Contractor in the price bid for regular refuse collection service. The persons requesting such service shall pay a fee directly to the Contractor.

The Contractor may establish a schedule for this special collection service and shall be responsible to adequately inform all residents in the City of Middletown of such schedule.

6. Commercial Collection: The Contractor may furnish special collection service in the City for commercial establishments, institutions, multi-family dwelling units, or industries, and other similar firms requiring more service or frequency than furnished by this contract. The cost of such service in excess of that stated shall be a matter of private negotiation between the Contractor and the person requesting such service. The City encourages the establishment of such service to take over the present commercial accounts the City is now servicing. The Contractor will not have an exclusive right to provide these services, as the City permits private haulers

to operate. The Contractor is subject to such laws and rules including licensing of vehicles for Commercial service (see Section 327.12 Codified Ordinance attached).

7. Containers: Refuse containers may be metal, rubber, or plastic, water-tight containers, not to exceed thirty gallons of capacity. Disposable polyethylene or paper bags designed to be used as containers for garbage or rubbish may be used. Filled bags are to be sealed or closed at the top. Metal tubs or disposable boxes may be used as containers for ashes, yard clippings, or paper. No separation of garbage and rubbish into different containers is required.

Brush, hedge and tree trimmings, cardboard, paper, wood, etc. may be tied in a bundle. The bundle shall be securely tied and shall not exceed three (3) feet in length, two (2) feet in diameter, nor weigh more than fifty (50) pounds.

The contractor shall exercise due care and reason at all times in the handling of containers and lids, and to replace containers and lids.

8. Schedule: Exhibit A consists of a map showing each collection district and its scheduled day of collection. The Contractor may revise the districts and the schedule as its operations necessitate; however, all such revisions shall have the prior approval of the Director of Public Utilities. It shall be the responsibility of the Contractor to adequately inform all householders and commercial operators that are affected by such a change. The approved schedule shall be strictly adhered to by the Contractor.

Garbage and refuse collection under this contract shall be considered as a continuous operation on a regular schedule. Scheduled collections shall be made during both fair and inclement weather and weather conditions shall not be considered as a valid reason for not completing all collections as scheduled. The normal schedule shall be Monday through Friday, except as noted under Holiday schedules. Normally, each resident shall have his refuse removed on the same day of each week.

The Contractor shall notify the Director of Public Utilities in writing of each failure to complete the days schedule stating the reason for such failure. It is considered that failures will be extremely rare. If schedules are not maintained, the Contractor shall re-schedule routes or add collection crews to provide service.

9. Holidays: No Sunday collection shall be made. Collection shall not be made on Christmas Day, New Year's Day, or Thanksgiving Day. Other holidays may be worked at the Contractor's option, and if not worked, the collections shall be re-scheduled for the day following the regular schedule. The schedule shall provide for once a week pickup for each collection point.

10. Hours of Work: The Contractor shall schedule his collections in such a manner that they can generally be completed and the vehicles unloaded at the disposal site by 4:00 P.M. except for emergencies and breakdown of equipment. Collections shall not be made earlier than time of sunrise. The Contractor may change his hours of work in the summer and winter seasons. The Contractor's hours of work and any changes shall be subject to approval by the Director of Public Utilities.

11. Sanitary Operations and Conditions: All vehicles, conveyances, containers, docks, shops, yards, and all other equipment of whatever nature which is used by the Contractor shall be kept and maintained in a sanitary condition, well repaired and as sightly as reasonably possible. All equipment and facilities used by the Contractor shall be subject to inspection for adequacy, sanitation, safety and appearance, and subject to approval or rejection by the Public Utilities Director, at any time. Rejected equipment and facilities will be replaced by the Contractor as soon as reasonably possible.

All garbage and refuse must be collected and transported by the Contractor in a neat and sanitary manner and so as not to be or become a nuisance.

The Contractor shall use extreme care to pick up any spillage when transferring garbage and refuse from containers into the Contractor's containers or equipment and transporting it to the Disposal Site. Any spillage shall be immediately cleaned up, including any debris blown or scattered as a result of the spillage. Each truck shall be equipped with hand tools for cleaning up spillage. The Contractor shall report violations of City ordinances and unsanitary conditions to the City for investigation and correction.

Loaded collection vehicles are not to be left parked on streets overnight. In the event that disposal site access cannot be obtained after regular hours, the vehicle shall be parked in the contractor's yard until the next morning when it shall be unloaded before resuming the collection route.

12. Complaints: All complaints shall be investigated, given prompt and courteous attention and shall be resolved by the Contractor in a reasonable and just manner. When so requested

by the City, the contractor shall submit a written report to the City on any specific or general complaint. On alledged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of the refuse within twenty-four (24) hours after the complaint is received.

13. Guarantee of Continuous Service: As further security for the guaranteed performance of the work covered by this contract and in order to assure the City continued refuse collection and removal service, it is provided that in the event the Contractor shall fail to collect and remove the refuse required within these specifications for any one week, the City may then, upon resolution by the City Commission, take possession of all the Contractor's equipment, vehicles, and facilities, and employ such means as it may deem advisable and appropriate to continue work; and the cost of labor, materials, services, equipment and other items necessary for such work shall be paid by the City out of any money then due or to become due the Contractor under and by virtue of the contract for the work and services herein specified.

Should the City's cost for continuing the operation exceed the amount due the Contractor, then the City shall collect the amount due, either from the Contractor or Surety, or both, and also to assert a lien on all properties of the Contractor, which lien results from execution of the Contract with the City.

All vehicles and equipment used in the performance of this contract shall be owned by the Contractor, provided any conditional sales contract, mortgage or other contractual arrangements for financing the purchase of equipment and vehicles shall provide that in event of default or breach of the contract or of such conditional sales contract, mortgage or other contractual arrangement, the possession and use of such vehicles, equipment and facilities may be taken by the City for the unexpired term of the contract.

The Contractor shall not transfer, sell, assign, lease, surrender, abandon or permit to lapse its title or right of possession in and to any real or personal property used by it in the performance of the contract without the consent of the City, evidenced by a letter of consent signed by the City. Any attempt to transfer, sell, assign, lease or surrender its title or right of possession in and to any of such property or any abandonment thereof, shall constitute a material breach of the contract.

In the event that is shall become impossible or unlawful for the Contractor or the City to continue the performance of the contract by reason of an act of God, an act of the Ohio Legislature hereinafter passed, or by act of the City Commission, or by reason of a change in the Charter of the City of Middletown, or by reason of a final order by a court of record in proceedings not instituted by or induced or acquiesced in by the Contractor or the City, directly or indirectly, and not due to any act or negligence upon the part of the Contractor, the Contractor or the City shall not be liable for damages for consequences arising solely out of such circumstances.

The Contract shall bind the successors and assigns of the Contractor, but the contract may not be assigned or sublet in whole or in part without the consent of the City.

14. Data to be Furnished:

a. Before starting work, the Contractor shall furnish to the City a list of all vehicles, equipment and facilities that will be utilized in the work covered by this contract. The list shall contain sufficient data on each item or piece of equipment to adequately and fully describe it. It will be the responsibility of the Contractor to keep this list current and up-to-date during the term of this contract.

b. The Contractor shall furnish such data to the City that is or may be needed to administer and enforce its ordinances, rules, regulations, service charges and policies and shall cooperate with and aid the City in such matters.

15. Contractor's Agent: Throughout the term of this contract, the Contractor shall maintain a local office and an authorized managing agent within the City, and shall designate in writing to the Public Utilities Director the name of such agent upon whom all notices may be served from the City, or its Public Utilities Director. Service of such notice upon the Contractor's agent shall constitute service upon the contractor.

16. Office: The Contractor shall maintain at its local office an attendant to answer telephone calls throughout the day, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. This attendant shall receive calls from all persons in the City in a courteous and polite manner and shall resolve all complaints in an expeditious manner. The office shall be furnished with telephone service with a local number.

17. Facilities: The Contractor shall provide or make provision for garages, shops, and yards for his equipment, adequate and sufficient to provide all-weather year around operation. Adverse weather, extreme cold temperatures and snow shall not be considered sufficient reason for not collecting refuse as scheduled. The Contractor's yards shall include adequate wash racks with water and sewer provisions for the purpose of flushing and cleaning the equipment used for collection of refuse. Collection vehicles shall be parked in suitable off-street parking areas when not in use.

18. Vehicles: All vehicles used for the collection and transportation of refuse within the City limits shall be of sufficient size and capacity to operate properly and efficiently. A sufficient number of vehicles shall be supplied by the Contractor to collect the refuse in accordance with the terms of this contract, and such sufficiency shall be determined by the Public Utilities Director. The vehicles shall be licensed locally from an address within the City. At least one standby vehicle shall be available for use in case of vehicle breakdown.

The Public Utilities Director shall have the power at any time, subject to the approval of the City Manager, to order the contractor to increase the number of vehicles, if in his judgment such an increase is necessary for the fulfillment of the contract. If, upon receipt of such order, the Contractor fails to comply with such order within sixty (60) days, such failure shall constitute a breach of this contract.

Bodies for the trucks to be used in this contract shall be enclosed Packer Type with a capacity of not less than twelve (12) cubic yards by actual measurement. Other equipment may be used only with the written approval of the City. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law. The Contractor will be permitted to use auxiliary loading equipment and self-loading bodies.

The Contractor shall display the name of the company, the address of the local office, and the telephone number on each vehicle along with the vehicle number. Numbers of the vehicle shall progress from one (1) upward. Letters with the Contractor's name, address, and phone number shall be at least four (4) inches high. The vehicle number shall be at least six (6) inches high. The word "City" and "Middletown" shall not be displayed on the vehicle. All equipment used for the collection or hauling of refuse shall be thoroughly cleaned both inside and outside, as needed, but at least once each week and sprayed with such deodorizing material when needed as may be deemed proper by the Public Utilities Director. Steam cleaning shall be used when necessary to maintain clean-appearing vehicles.

The Contractor may make private collections within the City with the same vehicles being used for City Contract Collections.

19. Disposal: All refuse collected under these specifications shall be disposed of at a Refuse Disposal Site to be provided by or in behalf of the City without charge to the Contractor. Material from without the City shall not be hauled by this Contractor to the Disposal Site. Note: City ordinance does not permit the disposal of material at the landfill from outside the City. No salvaging of material is to be done. Material collected from commercial or industrial accounts will be charged by the City for disposal.

20. Annexation: It shall be the duty of the Contractor to anticipate the future growth of the City and to have the necessary increased facilities ready for use, when needed. The City will provide information and maps of the areas being annexed.

In the event the City extends its corporate boundaries during the life of the contract, the Contractor shall start collection services on the first regularly scheduled day in the newly annexed areas. The Contractor will be compensated for this additional service as stated in Basis of Compensation.

21. Purchase of City Equipment: The Contractor shall purchase from the City all refuse collection equipment presently owned by the City as follows:

a. Approximately 290 each 1 cubic yard containers.
b. Approximately 5 each 5 cubic yard containers.

	TRUCK NO.	TRUCK YEAR AND MAKE	SER. NO.	BODY SIZE-MAKE-YEAR
c.	76	1968 GMC Diesel	52593	17CY-Leach-1962
d.	77	1968 GMC Diesel	52615	17CY-Leach-1962
e.	78	1972 Int. Diesel	077109	20CY-Leach-1972

Specifications (Continued)

TRUCK NO.		TRUCK YEAR AND MAKE	SER. NO.	BODY SIZE-MAKE-YEAR
f.	79	1968 GMC Diesel Tandem	DO63920	25CY-Leach-1968
g.	80	1968 GMC Diesel	52580	17CY-Leach-1963
h.	83	1968 GMC Diesel	52567	17CY-Leach-1962
i.	84	1972 Int. Diesel	077127	20CY-Leach-1972
j.	101	1967 GMC Gasoline	5774G	17CY-Leach-1967
k.	109	1972 Int. Diesel	077055	20CY-Leach-1972
l.	110	1972 Int. Diesel	077188	20CY-Leach-1972

The purchase price payable by the Contractor to the City shall be the fair market value of such equipment at the time of the purchase as determined by the average valuation of three qualified appraisers, one to be selected by the City, one to be selected by the Contractor, and a third to be chosen by the first two, each party to pay the cost of the appraiser selected by it and to share the cost of the third appraiser. No appraiser shall be a regular employee of either party. The purchase price so determined shall be paid by the Contractor either in cash, at the option of the Contractor, or to have the service charges applied to the purchase price of the equipment.

Should the Contractor elect to defer the payment for the trucks and equipment and permit the service charges to apply to the cost of the equipment; the City will not charge any interest on the balance due. However, the title will not pass from the City to the Contractor until the service charge is at least equal to the value of one or more of the units. The City will determine the sequence of transfer of title of the trucks. No cash payment for service will be made by the City to the Contractor until the trucks and equipment is fully paid. The Contractor shall carry liability and collision insurance on trucks in the amounts required by the City until title passes to the Contractor. Other provisions of these specifications (General Conditions, Section 6c, d, e) apply to vehicles owned by the Contractor.

The right of the City is reserved to withhold from sale one or more of the trucks and containers until Commercial service can be assurred to present City customers.

22. Supervision by City: In carrying out the provisions and intent of the Contract Documents, all particulars as to the manner,

method, etc. of conducting and completing the work shall, at all times, be subject to the supervision, regulations and control of the Director of Public Utilities, and failure to obey any reasonable order or regulation shall constitute a material breach of this contract by the Contractor. The Contractor shall have the right to appeal in writing, within five (5) days after notice from any such order or regulation of the Public Utilities Director, to the City Manager.

The Public Utilities Director shall notify the Contractor of each complaint he receives and of each violation of the contract reported to him. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of any verified complaint or violation.

23. Start of Work:

a. The Contractor shall be prepared and will start scheduled collections called for by this contract, if so notified and directed by the City, within thirty (30) days from the date that the contract is executed by both parties.

b. It may be that the Contractor will be unable to comply with each and every provision of the contract documents by the date specified by the City for start of work. The City reserves the right to waive requirements and conditions of the contract documents for good and sufficient reason during the start-up period. The intent of this waiver is to give the Contractor an adequate and reasonable time to comply without causing an undue hardship. The Contractor shall submit a written request to the City itemizing those conditions and/or requirements for which an extension of time is requested, together with a statement why such extension if needed and the length of time extension requested for each item. It is expected that the Contractor should be able to comply with all provisions of the contract documents within ninety (90) days from the start of work.

24. Disputes: No suit shall be brought by either party to the contract against the other for disputes in matters not covered specifically by any provision of the contract documents until a bona fide attempt shall have been made first to settle such dispute by fact-finding. Fact-finding shall be had by a panel of three (3) representatives, one (1) to be appointed by the

City, one (1) by the Contractor, and the third to be selected by the two (2) representatives first chosen. Upon written notification given by one party to the other that fact-finding is desired, each party shall select their representative desired within five (5) days after such notice and each party shall notify the other of the name of the representative so chosen. The two (2) so selected shall select a third representative within five (5) days after their appointment and the matter at dispute shall be heard by the three (3) representatives. The three (3) representatives shall submit a report within thirty (30) days after the final appointment of the three(3) representatives. The report of the three (3) representatives shall not be binding on either party.

25. Certification of Payments: The City may request and the Contractor shall, when so requested by the City, submit sufficient and satisfactory evidence that all payrolls, equipment, material, and all other bills and other indebtedness pertaining to the performance or conduct of the work of this contract, shall have been paid.

26. Basis of Compensation: The total amount of the contract is the sum of the three-years' service contract for the collection of combined garbage and rubbish within the present City limits. No increase or decrease in the contract amount for variations in the number of collection points within the present City limits will be made on account of increase in number of dwelling units or in demolition of dwelling units. Increase of the cost of operation because of wage increases or cost of equipment will not be considered as a basis of an adjustment in the contract amount. The only adjustment that will be made is for annexation of territory to the City. It is mutually agreed by the Contractor and the City that this cost adjustment shall be made as follows:

(1) Annexation of Territory to the City

Additional compensation to be paid to the Contractor for area annexed to the City will be determined by multiplying the number of additional population (as estimated or determined by the City Department of Community Development at the date of annexation), by the Unit Price Per Person.

The "Unit Price per Person" shall be determined by dividing the annual lump sum price of Item 1 by 49,400 (the estimated City population). This figure shall be throughout the term of this contract for determining additions to the contract amount. Payment shall be pro-rated to the date of collection.

27. Small Dead Animal Collection Service: The Contractor may submit a price for the collection and removal of small dead animals. The cost of such service shall not be included in the price bid for Item 1 - Regular Refuse Collection Service. The price bid shall be for collecting and removing all small dead animals daily throughout the City. The office required in Section 16 of these Specifications shall receive telephone calls requesting this service. The dead animals shall be collected at least once each 24-hour period by the Contractor, including all holidays; except Saturdays, Sundays, Christmas Day, New Year's Day, and Thanksgiving Day. Animals may be disposed of at the Disposal Site without charge.

28. Disposal Site: The location of this site is shown on the City Map marked Exhibit A and is in the northeastern part of the City off Germantown Road. It is open between the hours of 8:00 A.M. - 4:00 P.M., Monday through Saturdays, and on all holidays except Christmas Day, New Year's Day, and Thanksgiving Day. Material collected under the terms of this contract will not be charged for disposal by the City; however, material from private contracts with commercial, institutional, or residential sources will be charged for at the regular rate for private collectors.

Material shall be deposited at the locations and in the manner designated by the Landfill Attendant.

29. Grounds for Terminating Contract by City:

In addition to the reasons cited in these specifications and other contract documents for the termination of the contract by the City, it is mutually agreed that the City may terminate the contract upon thirty (30) days notice for the following reasons: (1) In the event that the City is required to discontinue the operation of the present disposal site, and the City and the Contractor cannot mutually agree on the change to the contract amount for the change to a new disposal site; then the City may terminate the contract without incurring liability for damages because of such action. (2) Should the contract be found invalid by a court based upon legal insufficiency asserted by a taxpayer or any person other than the City itself, or its representatives; the City will repurchase the equipment purchased from the City by the Contractor at the price paid by the Contractor to the City, and will pay the Contractor the contract price for the services performed to the date of termination.

30. Upon the expiration of the Contract (36 months), the Contractor shall make available for sale to the City, at the City's option, all of the vehicles used by the Contractor for performing the collection service. The City may purchase one or more collection units as it determines, at the price determined as follows: The purchase price shall be the fair market value of such vehicle at the time of purchase as determined by the average valuation of three qualified appraisers, one to be selected by the City, one to be selected by the Contractor, and a third to be chosen by the first two. Each party to pay the cost of the appraiser selected by it, and to share the cost of the third appraiser. The purchase price so determined shall be paid to the Contractor in cash upon receipt of a clear title.

EXHIBIT B

CHAPTER 27

Garbage and Rubbish

327.01 Definitions.
327.02 Division of Sanitation created; duties.
327.03 Hauling of garbage.
327.04 Use of garbage disposal site.
327.05 Disposal Ground restricted to residents; exception
327.06 Disposal and burning of garbage and rubbish.
327.07 Garbage cans.
327.08 Rubbish containers. (Repealed)
327.09 Wrapping of garbage.
327.10 Rates and charges.
327.101 Use of disposal ground by nonresidents.
327.11 Rules and regulations; Sanitation Division Fund.
327.12 Licensing of refuse collectors.
327.99 Penalties.

Cross References
Division of Sanitation -- see Adm. 135.04.
Sanitary landfill -- see Pub. Serv. 329.01.

327.01 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply:

"Garbage" is the organic waste of animal, fish, fruit or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption, from houses, kitchens, hotels, restaurants, markets and commission houses.

"Rubbish" is household, commercial and institutional combustible and noncombustible solid waste material including, but not limited to, paper, textiles, glass, metal, ashes, grass, hedge and tree trimmings.

"Householder" shall mean the head of a family or one maintaining his separate living quarters on premises and shall include owners, tenants and occupants of all premises upon which garbage or rubbish is accumulated.

"Premises" shall mean land or buildings or both, or parts of either or both, occupied by one householder or commercial establishment.

"Collector" shall mean the City and each and all of its duly authorized agents and employees connected with the collection and disposal of garbage or rubbish or both (Ord. 4935. Passed 6-3-69.)

327.02 DIVISION OF SANITATION CREATED; DUTIES.

There is created and established in the Department of Public Utilities the Division of Sanitation, the function and purpose of which shall be the collection and disposal of garbage and rubbish from premises within the territorial limits of the City.

It shall be the duty of the Director of Public Utilities to collect, once each week, garbage and rubbish from all premises within the City at no cost to the occupant except as provided in Section 327.10. (Ord. 3772. Passed 12-20-61.)

327.03 HAULING OF GARBAGE

It shall be unlawful for any person other than an agent or employee of the City, to collect, haul and dispose of garbage within the territorial limits of the City or to transport, cart or convey the same through or over the streets of the City.

It shall be unlawful for any person to haul rubbish for hire within the territorial limits of the City or to transport, cart or convey the same over or through the streets of the City unless such person shall have received from the Division of Assessments and Licenses a license to do so as provided in this chapter.

This section shall not apply to the following:

(a) Any governmental agency.

(b) Any person, personally or by employee, hauling, transporting and disposing of garbage or rubbish produced on the premises of such person; provided, however, that any person using an employee for such hauling, transporting and disposal from the employer's premises shall first obtain from the Division of Assessments and Licenses an exemption from the requirements of this section. The application shall certify that the employee is, in law, an employee, taking into account, among others, the fact that his wages are subject to the withholding provisions of the Internal Revenue Code of the United States and the income tax ordinance of the City, and that he is within the provisions of the Workmen's Compensation Law of the State and the Social Security Law of the United States, plus other factors which indicate an employee rather than independent contractor relationship. In addition, such employer shall provide his employee a truck either owned by the employer or leased by the employer from someone other than the employee.

(c) Any person who hauls rubbish, produced as an incidental result of his occupation, from the premises of one with whom he has contracted to provide his occupational services. (Ord. 4318. Passed 1-31-66.)

327.04 USE OF GARBAGE DISPOSAL SITE.

Any private citizen who avails himself of the City garbage site, pursuant to the provisions of this chapter, shall deposit garbage and rubbish in trenches provided for that purpose at the garbage site, or in such other places within the site as shall be designated by the attendant in charge. (Ord. 3177. Passed 2-8-56.)

327.05 DISPOSAL GROUND RESTRICTED TO RESIDENTS; EXCEPTION.

It shall be unlawful for any person not a resident of the City to use the City Disposal Ground for the disposal of garbage or rubbish or any other materials. However, this restriction shall not apply to any person licensed under the provisions of Section 327.12 to haul for hire rubbish which has been collected from premises within the territorial limits of the City. In no event shall garbage or rubbish be permitted to be disposed of at the City Disposal Ground which has been brought into the City for such purpose from some point outside the territorial limits of the City. (Ord. 4169. Passed 3-29-65.)

327.06 DISPOSAL AND BURNING OF GARBAGE AND RUBBISH.

It shall be unlawful to dispose of, bury, burn or dump within the territorial limits of the City any garbage or rubbish except at the City Disposal Ground. The provisions of this section shall not apply to waste paper, boxes, brush, dry grass, weeds, cuttings from trees, lawns and gardens and other materials capable of being completely consumed, which are permitted to be burned on the premises of the householder as otherwise provided by the ordinances of the City. (Ord. 4169. Passed 3-29-65.)

327.07 GARBAGE AND RUBBISH CANS.

It shall be the duty of each householder or commercial establishment in or upon premises within the City where garbage or rubbish is accumulated or allowed to be, to procure and keep available for the exclusive use on such premises or on the part thereof occupied by the householder or commercial establishment, metal, rubber or plastic water-tight containers, not to exceed thirty gallons of capacity, to hold all the garbage or rubbish accumulated thereon during the period of one week. Disposable polyethylene or paper bags designed to be used as containers for garbage of rubbish may be used but only when used as a liner for any of the aforesaid containers or with a holder of some other type. Filled bags shall be securely closed at the top with a substantial device to seal the bag. Metal tubs or disposable boxes may be used as containers for ashes, yard clippings and paper. Containers used for garbage may also be used at the same time for rubbish, with no separation of materials being required.

The metal, rubber or plastic water-tight containers mentioned in the preceding paragraph shall have close-fitting lids and for the purposes of collection, as provided in this chapter, shall each be provided with two handles on opposite sides thereof, and placed on the ground level of the premises at a place readily accessible to and for the collector but not within the limits of a street or other public place. All garbage or rubbish accumulated upon the householder's or commercial establishment's premises shall be placed in such containers and the lids kept firmly fixed in place. (Ord. 4935. Passed 6-3-69.)

327.08 RUBBISH CONTAINERS.

(EDITOR'S NOTE: The provisions of Section 327.08 were repealed by Ordinance 4935, passed June 3, 1969.)

327.09 WRAPPING OF GARBAGE.

It shall be unlawful to place in the container hereinbefore mentioned any garbage which has not been thoroughly drained and wrapped in paper. (Ord. 3079. Passed 12-31-54.)

327.10 RATES AND CHARGES.

(a) No charge shall be made to an occupant of residential premises in the City for the removal of garbage or rubbish therefrom, provided that all material in excess of two containers of a maximum of thirty gallons each shall be placed by the occupant at the curb line where street collections are made, or at the alley line where alley collections are made.

(b) No charge shall be made to a householder for use of the City garbage site when personally hauling garbage or rubbish thereto accumulated on his own residential premises.

(c) Any occupant of premises in the City other than residential who personally uses the City garbage site for hauling garbage or rubbish from such premises, shall pay such reasonable rates and charges for such use as the City Commission, from time to time as circumstances warrant, shall establish.

(d) Any person licensed under the provisions of Section 327.12 may use the City garbage site for disposal of rubbish accumulated on premises within the City upon payment of such reasonable rates and charges and upon such terms as the City Commission, from time to time as circumstances warrant, shall establish.

(e) No charge shall be made by the City to an occupant of commercial premises in the City for the removal of garbage or rubbish therefrom, provided such shall not exceed a total of two cans or containers of a maximum of twenty gallons each. (Ord. 4935. Passed 6-3-69.)

327.101 USE OF DISPOSAL GROUND BY NONRESIDENTS.

(a) Persons who reside outside the territorial limits of the City but who have been employed in the City and have paid income tax to the City as required by Section 173.03 of the Codified Ordinances for at least six months immediately preceding the date of application and who are not also gainfully self-employed outside the City, may apply for a permit as hereinafter provided to dispose of rubbish and garbage at the City Disposal Ground.

(b) Any person eligible for the permit provided for in subsection (a) hereof, may submit an application therefor on a form prescribed and provided by the Director of Public Utilities and a recent photograph of the applicant, no smaller than 2 inches by 2 inches and no larger than 4 inches by 6 inches, which shall become a part of the permit when issued. Such application and photograph shall be submitted to the Department of Public Utilities along with a check or money order in the amount of three dollars ($3.00), as fee for issuance of the permit, payable to the City.

(c) Such application shall be processed by the Department of Public Utilities and if satisfactory a permit shall be delivered or mailed to the applicant. Rejected applications shall be returned to the applicant personally or by mail, along with the fee and photograph.

(d) The permit shall be subject to the following conditions:

(1) Term of the permit shall be one year and renewal procedure shall be the same as for an original permit;
(2) Only the person whose photograph appears thereon may exercise the privilege granted by the permit;
(3) The permit must be shown to the attendant at the Disposal Ground whenever it is used;
(4) Lost permits will not be replaced other than by the procedure set out in this section;
(5) The City reserves the right to limit the number of times a permit holder may use the City Disposal Ground during any period and to revoke the permit if the holder uses the Disposal Ground for disposing of refuse or garbage from sources other than his own residential property.

(e) The Director of Public Utilities shall administer the provisions of this section and shall have the authority to revoke a permit for violation of any provision herein. (Ord. 5017. Passed 11-18-69.)

327.11 RULES AND REGULATIONS; SANITATION DIVISION FUND.

The Director of Public Utilities may make such rules and regulations as he deems reasonable and necessary and not inconsistent with this chapter, for the safe, economical and efficient management and administration of the Division of Sanitation.

All money received for the collection or disposal of garbage or rubbish shall be deposited in the Sanitation Division Fund and applied to the retirement and interest on notes or bonds heretofore or hereafter issued for the purchase of equipment or for the acquisition or construction of any permanent improvements to be used for or in connection with the collection and disposal of garbage or rubbish and to the expense of the conduct and operation of the Division. (Ord. 3772. Passed 12-20-61.)

327.12 LICENSING OF REFUSE COLLECTORS.

Any person desiring to engage in the hauling of rubbish for hire within the City shall make application to the City Manager for a refuse collector's license. Any such applicant shall be of good moral character and reputation and shall not have been within five years preceding his application convicted of a misdemeanor involving moral turpitude, or within ten years preceding such application have been convicted of a felony.

Upon the recommendation of the City Manager, a license shall be issued for which a fee of twenty-five dollars ($25.00) per year shall be charged. If the license is for any period of less than a year, the fee shall be prorated at a rate of six dollars and twenty-five cents ($6.25) per quarter or part thereof. All licenses shall be displayed on the windshield of the licensee's vehicles at all times, and shall expire on December 31 next following the date of issue.

Before such license is issued, the licensee shall file a bond in the penal sum of one thousand dollars ($1,000), payable to the City, conditioned upon the faithful observance by the licensee of all applicable ordinances of the City.

The truck used by any such licensee for hauling rubbish shall have an enclosed body or shall be equipped with sideboards and tarpaulins to prevent the spilling of materials therefrom.

The City Manager shall revoke the license of any licensee who violates any section of this chapter. (Ord. 4318. Passed 1-31-66.)

327.99 PENALTIES.

(a) Whoever violates this chapter shall be deemed guilty of a misdemeanor and shall be fined not exceeding fifty dollars ($50.00).

(b) Whoever knowingly violates any rule and regulation of the Director of Public Utilities shall be deemed guilty of a misdemeanor and shall be fined not more than two hundred dollars ($200.00). (Ord. 3772. Passed 12-20-61.)

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